



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 6, 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 April 6, 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 April 18 – 24, 2021 as, "Volunteer Appreciation Week" (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. 2021-034: Relating to Personnel; approving and authorizing the Human Resources Director to execute a Memorandum of Understanding between the Town and the Arizona Board of Regents, Arizona State University Establishing a Tuition Discount Program for Town Employees (Curry C. Hale)
- C2 Resolution No. 2021-035: Relating to Personnel; approving and authorizing the Human Resources Director to execute a Memorandum of Understanding between the Town and the Arizona Board of Regents for and on behalf of Northern Arizona University Establishing a Tuition Discount Program for Town Employees (Curry C. Hale)
- C3 Resolution No. 2021-036: Relating to Personnel; approving and authorizing the Human Resources Director to execute the University of Arizona Online Letter Agreement for an Employee Degree Attainment Program Partnership (Curry C. Hale)
- C4 Resolution No. 2021-037: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves by amending Section 4-3-4 "Amount of Managed Time Off Leave", Section 4-4-2 "Town Approved Holidays" and Section 4-4-4 "Miscellaneous Rules" (Curry C. Hale)

- C5 Resolution No. 2021-038: Relating to Development; approving the first amendment to the Marana Main Street Development Agreement and Right-of-Way License (Heath Vescovi-Chiordi)
- C6 Resolution No. 2021-039: Relating to Real Estate; approving and authorizing the Town Manager to execute an amended and restated License Agreement with Marana Health Center, Inc. for use of Town-owned property located north of Bill Gaudette Drive between Marana Main Street and North Sandario Road for a COVID-19 drive-through vaccination site (Jane Fairall)
- C7 Resolution No. 2021-040: Relating to Real Estate; approving and authorizing the Town Manager to execute a License Agreement with CORE Construction, Inc. for use of Town-owned property located adjacent to Northwest fire District Station 36, 13475 Marana Main Street, for a construction staging area (Jane Fairall)
- C8 Resolution No. 2021-041: Relating to Development; approving a final plat for Tangerine/I-10 Lots 1 through 10, Parcel A located west of the intersection of Tangerine Road and Interstate 10 (Justin Currie)
- C9 Resolution No. 2021-042: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute DUI Abatement Grant Program Agreement number DUIAC-E-146 between the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement and the Town of Marana for grant funding for DUI Warrant Detail (Kristin Taft)
- C10 Approval of Council Regular Meeting Summary Minutes of March 16, 2021 (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance No.2021.004: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), Chapter 17-2 (Administrative bodies and officers) by deleting existing Section 17-2-3 (Planning director) and replacing it with new Section 17-2-3 (Planning department and Planning manager); deleting Section 17-2-4 (Cultural Resources Preservation Board); providing that the Planning manager shall be

primarily responsible for the administration of Title 17 instead of the Planning director and making corresponding changes throughout Title 17; and declaring an emergency (Jane Fairall)

- A2 Resolution 2021-043: Relating to Budget; authorizing the transfer of up to \$75,000 in budgeted expense authority from the General Fund contingency line item to the Water Department budget in the FY21 budget for costs related to customer assistance programs (Amanda Jones)
- A3 Ordinance No. 2021.005: Relating to Animal Control; amending Marana Town Code Title 6 (Animal Control); revising section 6-1-1 (Definitions) to amend several definitions and to add new definitions; revising section 6-4-1 (Dogs at large prohibited; exceptions; classification) to add a new classification of offense; revising section 6-5-1 (Animal waste removal; exceptions; classification) to add a time period for offense and disposal provision; revising section 6-6-2 (Neglect prohibited; classification; penalty) to add offense related to tie outs; revising Chapter 6-7 to rename it as "Vicious, aggressive, or destructive animals and biting animals" and to add a civil procedure for declaration of animal as vicious, aggressive or destructive, clarifying prohibited acts, relocating provisions related to vicious, aggressive or destructive animals from Chapter 6-8, and adding a penalty for failure to report animal's status; revising Chapter 6-8 (Removal, impoundment, forfeiture and disposition of animals) to add provisions regarding impoundment of vicious, aggressive, or destructive animals; modifying various other provisions and designating an effective date (Libby Shelton)

Resolution No. 2021-044: Relating to Animal Control; declaring as a public record filed with the Town Clerk the amendments to Marana Town Code Title 6 (Animal Control); revising section 6-1-1 (Definitions) to amend several definitions and to add new definitions; revising section 6-4-1 (Dogs at large prohibited; exceptions; classification) to add a new classification of offense; revising section 6-5-1 (Animal waste removal; exceptions; classification) to add a time period for offense and disposal provision; revising section 6-6-2 (Neglect prohibited; classification; penalty) to add offense related to tie outs; revising Chapter 6-7 to rename it as "Vicious, aggressive, or destructive animals and biting animals" and to add a civil procedure for declaration of animal as vicious, aggressive or destructive, clarifying prohibited acts, relocating provisions related to vicious, aggressive or destructive animals from Chapter 6-8, and adding a penalty for failure to report animal's status; revising Chapter 6-8 (Removal, impoundment, forfeiture and disposition of animals) to add provisions regarding impoundment of vicious, aggressive, or destructive animals; modifying various other provisions and designating an effective date (Libby Shelton)

- A4 Resolution No. 2021-045: Relating to Development; approving and authorizing the Mayor to execute an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from the Twin Peaks Homeowners' Association for Scenic Drive improvements required pursuant to the Lazy K Bar Ranch Development Agreement (Jane Fairall)

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)
- D2 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jason Angell)
- 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).

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: 04/06/2021

From: Cherry L. Lawson, Town Clerk

Date: April 6, 2021

Subject: Proclamation declaring April 18 – 24, 2021 as, "Volunteer Appreciation Week"
(Cherry L. Lawson)

Attachments

Proclamation



PROCLAMATION

Declaring April 18 - 24, 2021 as, "VOLUNTEER APPRECIATION WEEK"

WHEREAS, in 1943, National Volunteer Week was first conceived in Canada as a way to celebrate the contributions made by women to the war effort during World War II. After the war ended, National Volunteer Week declined in popularity until it was revived in the 1960s, and it eventually gained popularity in the United States. In 1974, former President Richard Nixon established National Volunteer Week through Presidential Proclamation 4288; and every American president thereafter has since prepared a Presidential Proclamation acknowledging National Volunteer Week each third week in April; and

WHEREAS, 2020 presented many challenges for our world, and specifically for our nation with the sudden onset of the coronavirus (COVID-19) pandemic resulting in over a million deaths, along with economic and financial uncertainty. Despite these unfortunate challenges, last year, more than 1.6 million Arizona residents volunteered. Their service has an estimated economic value of more than \$3.8 billion; and

WHEREAS, the Town of Marana commemorates National Volunteer Week by recognizing its valued volunteers and national service members; and

WHEREAS, government alone cannot meet all of the nation's needs, so we partner with businesses, faith-based organizations, non-profit organizations, foundations, and individuals who serve in city, town, county, or state government and in our community to make a difference; and

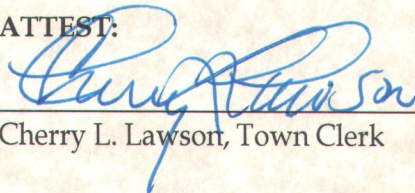
WHEREAS, the Town of Marana is committed to encouraging volunteerism and national service among its employees, citizens, partners, businesses, and organizations; and

WHEREAS, the Town of Marana expresses its appreciation and thanks all volunteers that actively give of themselves to contribute to the Marana community in various ways.

NOW, THEREFORE, the Mayor and Council of the Town of Marana do hereby declare April 18 - 24, 2021 as, "Volunteer Appreciation Week" and urge our citizens to volunteer or to give service in our communities throughout the year. By volunteering and recognizing those who serve, we promote partnership, understanding, and collaborative problem solving in our community.

Dated this 6th day of April 2021.

ATTEST:


Cherry L. Lawson, Town Clerk




Ed Honea, Mayor



Council-Regular Meeting

C1

Meeting Date: 04/06/2021

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Deputy Town Attorney

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-034: Relating to Personnel; approving and authorizing the Human Resources Director to execute a Memorandum of Understanding between the Town and the Arizona Board of Regents, Arizona State University Establishing a Tuition Discount Program for Town Employees (Curry C. Hale)

Discussion:

As part of the Town of Marana's dedication to continuing academic and professional education for its employees, and in addition to the Town's Tuition Reimbursement Program approved by Marana Town Council that is already being offered to Town of Marana employees, the Town has engaged in the creation of a series of agreements with the state's three premier universities to offer additional tuition discounts to public employees of the Town of Marana, to save them additional dollars as it relates to continuing education. By entering into these agreements, additional tuition savings will be passed on to Town employees, and tangentially, to the Town of Marana, simultaneously furthering the value of every dollar offered in the Town's Tuition Reimbursement program, as well as contributing to a more educated and dedicated workforce for our community.

Staff Recommendation:

Staff recommends approval of the MOU between the Town and the Arizona Board of Regents, Arizona State University Establishing a Tuition Discount Program for Town Employees.

Suggested Motion:

I move to approve the MOU between the Town and the Arizona Board of Regents, Arizona State University Establishing a Tuition Discount Program for Town Employees.

Attachments

Resolution 2021-034

Exhibit A

MARANA RESOLUTION NO. 2021-034

RELATING TO PERSONNEL; APPROVING AND AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN AND THE ARIZONA BOARD OF REGENTS, ARIZONA STATE UNIVERSITY ESTABLISHING A TUITION DISCOUNT PROGRAM FOR TOWN EMPLOYEES

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

WHEREAS the establishment of a tuition discount program with Arizona State University will provide employees with a tuition reduction; and

WHEREAS the Town Council finds that it is in the best interests of the Town employees to have the benefit of a tuition reduction if employees choose to pursue a degree through Arizona State University.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA approving the Memorandum of Understanding between the Town and the Arizona Board of Regents, Arizona State University attached to this Resolution as Exhibit A and authorizing the Human Resources Director 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 agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ARIZONA BOARD OF REGENTS, ARIZONA STATE UNIVERSITY
AND
TOWN OF MARANA, HUMAN RESOURCES DEPARTMENT**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 6th day of April, 2021 by and between THE TOWN OF MARANA (“TOWN”), acting by and through its HUMAN RESOURCES DEPARTMENT (“MARANA HR”) and THE ARIZONA BOARD OF REGENTS (“ABOR”) on behalf of ARIZONA STATE UNIVERSITY (“ASU”).

A. THE PROGRAM:

1. The purpose of this MOU is to create a pathway for active employees of the TOWN and its departments (“Eligible Employees”) to pursue and obtain undergraduate and graduate level degrees at ASU, which include degrees in Law and graduate level (Master’s) degrees (the “Program”).
2. Program degree courses include campus-based immersion and/or digital (on-line) degree completion programs of study.
3. Eligible Employees who meet ASU’s admission standards will receive scholarship aid equal to 10% of the base tuition rate for a Program degree of study, provided that the Eligible Employee is continuously employed by the TOWN and enrolled at ASU during the time that the Program is in effect (the “Program Tuition”).
4. The Program Tuition is renewable for each term that the Eligible Employee: (i) remains in an approved ASU course of degree study within the Program; (ii) is employed by the TOWN; and (iii) meets the minimum standards required by applicable ASU Graduate Policies and Procedures, including (a) continuous enrollment, (b) maintaining satisfactory academic progress, and (c) time to degree limits.
5. Eligible Employees who would like to take advantage of the Program must provide proof of TOWN employment to ASU.
6. All students in the Program are subject to ASU’s normal academic, student, tuition, financial aid and other related policies.
7. This MOU is subject at all times to the applicable State and Federal laws and regulations, and to the policies of the Arizona Board of Regents (ABOR) and ASU.
8. The Program will officially begin on March 1, 2020 for the Summer 2021 Semester and will continue through the end of the Spring Semester, 2023, unless this MOU is modified or terminated earlier as set forth below.

9. The Program Tuition does not include “Undergraduate College Fees” or “Program Fees,” as that term is defined by ABOR (see ABOR Policy 4-101, Tuition and Fee Definitions available at: <https://public.azregents.edu/Policy%20Manual/4-101-Tuition%20and%20Fee%20Definitions.pdf>) as well as other expenses such as library and laboratory fees, books, supplies and other special course fees, which may be applicable to the Program and charged to the Eligible Employee as a direct cost of education.
10. Eligible Employees who are admitted and enrolled as ASU students will be solely responsible for payment of all Program Tuition and related Program Fees and expenses.
11. Eligible Employees will also be eligible for all forms of financial aid on the same basis that ASU makes financial aid available to other students.

B. ASU’S RESPONSIBILITIES:

1. ASU will provide institutional and academic guidance, transcript evaluation and oversight for the Program.
2. ASU will perform all administrative services that are related to the official student services component of the Program (for example, administrative services relating to admission, enrollment and academic advising).
3. ASU will develop, maintain and operate the Program.
4. ASU will make all decisions regarding completed student admission applications to ASU and registration criteria of Eligible Employees.
5. ASU will provide a link to its website to assist Eligible Employees with application and enrollment.
6. ASU will provide information to MARANA HR to assist its promotion of the Program.
7. ASU will designate a liaison to work with MARANA HR on the administrative aspects of the Program.
8. ASU will not share non-directory personally identifiable student information (as defined by FERPA and ASU policy) with the TOWN without the student’s written consent.

C. MARANA HR RESPONSIBILITIES:

1. MARANA HR will announce the availability of the Program and communicate and promote the benefits of the Program to its Eligible Employees.
2. MARANA HR will establish a link between its internet site and ASU's website for Eligible Employees to self-identify and apply to the Program.
3. MARANA HR will designate a liaison to work with ASU on the administrative aspects of the Program.
4. MARANA HR will include information about ASU opportunities on the TOWN'S internal human resources website (<https://www.maranaaz.gov/employee-portal-resources>) for promotion of the Program, as appropriate.

D. GENERAL TERMS:

1. Effective Date and Term. This MOU shall become effective upon execution by all of the parties as of the date first written above (the "Effective Date") and will expire on May 8, 2023 or at the conclusion of the Spring 2023 Semester, whichever is later.
2. Announcements; Promotion. The parties will announce and promote the Program as part of their employee outreach and public relations efforts. Neither party will issue a press release, public statement, advertisement or announcement regarding this MOU or the Program, or use the logos or trademarks of the other party, without the prior input and consent of the other party. Use of either party's marks must comply with the owning party's trademark standards and guidelines, including using the "®" indication of a registered trademark where applicable.
3. Student Educational Records. ASU and the TOWN recognize that certain student educational records may be protected by the federal Family Educational Rights and Privacy Act and its implementing regulations (FERPA) (20 U.S.C. § 1232g). To the extent that it obtains records that are subject to FERPA, ASU and the TOWN each agree to comply with FERPA.
4. Modification. Modifications to this MOU may be made by written modification, signed and dated by authorized officials, prior to any changes taking effect.
5. Termination. Either party, upon ninety (90) days written notice, may terminate this MOU for convenience before the date of expiration, or upon thirty (30) days' written notice for breach or default of the other party. Eligible Employees enrolled in the Program at the time of termination will be permitted to complete their course of study provided that eligibility is maintained as set forth in Section A., above. Either party may cancel the Program at any time for insufficient enrollment or any other reason.

6. Notices. All notices, requests, demands and other communications hereunder will be given in writing and will be: (a) personally delivered; (b) sent via email or other electronic means; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by commercial overnight courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to TOWN:

Human Resources Department
Town of Marana
11555 W Civic Center Drive
Marana, AZ 85653
Attn: Jennifer Lindblom, Deputy HR Director
Email: jlindblom@maranaaz.gov

If to ASU:

Arizona State University
Office of The University Provost
P.O. Box 877805
Tempe, Arizona 85287-7805
Attn: Mark Searle, University Provost
Email: mark.searle@asu.edu

7. Named Representative. Each party is naming a liaison who is authorized to act on its behalf in making or obtaining decisions regarding this MOU. Such named liaison may be changed from time-to-time by giving the other party written notice.

(a) ASU. ASU's liaison is Kent Hopkins, Vice Pres Enroll Mgmt and Services.

(b) TOWN. TOWN's liaison is Jennifer Lindblom, the Deputy Human Resources Director, Human Resources Department.

8. No Third-Party Beneficiaries. This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.
9. Force Majeure. Neither party will be liable for failure to perform any obligation under this Agreement if such failure is directly caused by a Force Majeure Event. A "Force Majeure Event" shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the party impacted, and that could not have been prevented by the reasonable diligence of the party. Without in any way limiting the foregoing, a Force Majeure Event may include, but is not restricted to, acts of God or of a public enemy, acts of the Government in either its sovereign or contractual capacity, war, riots, fires, floods, epidemics or pandemics, mass health issues or disease, quarantine restrictions, strikes or labor difficulties, civil tumult, freight embargoes, natural disasters, unusually severe weather, a failure or disruption of utilities or critical electronic systems, acts of terrorism, mass shootings or other emergencies that may disrupt the operations of a party's campus or facility.
10. Nondiscrimination. The parties will comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act.
11. Conflict of Interest. Each party's participation in this MOU is subject to Arizona Revised Statutes ("A.R.S.") Section 38-511, which provides that this MOU may be

cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of ASU or the TOWN is, at any time while this MOU or any extension thereof is in effect, an employee or agent of the other party to this MOU in any capacity or a consultant to any other party with respect to the subject matter of this MOU.

12. Notice of Arbitration Statutes. As required by A.R.S. § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.
13. Failure of Legislature to appropriate. In accordance with A.R.S. § 35-154, if either party's performance under this MOU depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the affected party may provide written notice of this to the other party and cancel this MOU without further obligation. Appropriation is a legislative act and is beyond the control of either party.
14. Responsibility. Each party will be responsible for the negligence, acts and omissions of its employees and agents when acting under such party's direction and supervision.
15. Entire Agreement. This MOU embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter.
16. Choice of Law. This MOU shall be governed by and construed in accordance with the laws of the State of Arizona. Jurisdiction for any claim or dispute shall be Maricopa County, Arizona.
17. Counterparts; Signatures. This MOU may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument. Counterparts may be executed in either original or faxed form, and the parties hereby adopt as original any signatures received via facsimile or pdf.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

TOWN OF MARANA, a municipal corporation
Terry S. Rozema, Town Manager

By: _____
Terry S. Rozema,
Town Manager

Date: _____

ATTEST:

TOWN Clerk

APPROVED AS TO FORM:

TOWN Attorney

THE ARIZONA BOARD OF REGENTS,
ARIZONA STATE UNIVERSITY

By:  _____
Mark Searle
University Provost

Date: _3/11/2021



Council-Regular Meeting

C2

Meeting Date: 04/06/2021

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Deputy Town Attorney

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-035: Relating to Personnel; approving and authorizing the Human Resources Director to execute a Memorandum of Understanding between the Town and the Arizona Board of Regents for and on behalf of Northern Arizona University Establishing a Tuition Discount Program for Town Employees (Curry C. Hale)

Discussion:

As part of the Town of Marana's dedication to continuing academic and professional education for its employees, and in addition to the Town's Tuition Reimbursement Program approved by Marana Town Council that is already being offered to Town of Marana employees, the Town has engaged in the creation of a series of agreements with the state's three premier universities to offer additional tuition discounts to public employees of the Town of Marana, to save them additional dollars as it relates to continuing education. By entering into these agreements, additional tuition savings will be passed on to Town employees, and tangentially, to the Town of Marana, simultaneously furthering the value of every dollar offered in the Town's Tuition Reimbursement program, as well as contributing to a more educated and dedicated workforce for our community.

Staff Recommendation:

Staff recommends approval of the MOU between the Town and the Arizona Board of Regents for and on behalf of Northern Arizona University Establishing a Tuition Discount Program for Town Employees.

Suggested Motion:

I move to approve the MOU between the Town and the Arizona Board of Regents for and on behalf of Northern Arizona University Establishing a Tuition Discount Program for Town Employees.

Attachments

Resolution 2021-035

Exhibit A

MARANA RESOLUTION NO. 2021-035

RELATING TO PERSONNEL; APPROVING AND AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN AND THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY ESTABLISHING A TUITION DISCOUNT PROGRAM FOR TOWN EMPLOYEES

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

WHEREAS the establishment of a tuition discount program with Northern Arizona University will provide employees with a tuition reduction; and

WHEREAS the Town Council finds that it is in the best interests of the Town employees to have the benefit of a tuition reduction if employees choose to pursue a degree through Northern Arizona University.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA approving the Memorandum of Understanding between the Town and the Arizona Board of Regents for and on behalf of Northern Arizona University attached to this Resolution as Exhibit A and authorizing the Human Resources Director 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 agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

Memorandum of Understanding
Between
the Arizona Board of Regents for and on behalf of
Northern Arizona University
And
Town of Marana

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 6th day of April, 2021 by and between the Town of Marana ("TOM") and the ARIZONA BOARD OF REGENTS ("ABOR") for and on behalf of NORTHERN ARIZONA UNIVERSITY ("NAU").

A: PROGRAM OVERVIEW:

1. The goal of this MOU is for NAU and TOM to support current benefits eligible employees in their pursuit of an advance degree at NAU which includes all graduate degrees - master's and doctoral.
2. Programs covered by this MOU include those offered in Flagstaff, Online or at one of NAU's statewide campuses. Programs offered through NAU's competency-based program, referred to as "Personalized Learning", are not included in this MOU.
3. Eligible Employees who meet NAU's admission standards will receive a tuition reduction equal to ten percent (10%) of the standard tuition rate for a program of study (the "Tuition Reduction"), provided that the Eligible Employee (1) remains in an approved program of study at NAU; (2) is employed by TOM; and (3) maintains the academic performance expectations for the NAU Graduate College and the chosen program of study.
4. The Tuition Reduction does not include "University or Program Fees" as defined by ABOR (see ABOR Procedure for Setting and Distributing Tuition and Fees available on the following webpage: (<https://public.azregents.edu/Policy%20Manual/4-101-Tuition%20and%20Fee%20Definitions.pdf>)).
5. Eligible Employees must provide proof of employment by TOM to NAU, which is subject to verification using the NAU Tuition Reduction Program Form, attached hereto.
6. All Eligible Employees are subject to NAU's standard academic, student conduct, tuition and fees, financial aid and other related policies.
7. Eligible Employees are also eligible to apply for all forms of financial aid using the standard process applied to all NAU students.
8. This MOU is subject at all times to the applicable state and federal laws and regulations, and to the policies of ABOR and NAU.

B: NAU'S RESPONSIBILITIES

1. NAU will provide institutional and academic guidance, evaluation and oversight of this MOU.
2. NAU will perform all administrative services that are related to the official student services component of this MOU including but not limited to admission, advising, enrollment, and financial aid counseling.
3. NAU will provide a link to its website to assist Eligible Employees with application and enrollment services.
4. NAU will provide marketing materials to assist TOM with its promotion of this MOU.
5. NAU will designate a liaison to work with TOM on the administrative aspects of this MOU.
6. NAU will not share non-directory personally identifiable student information (as defined by the federal Family Educational Rights and Privacy Act ("FERPA") and NAU policy) with TOM without the student's written consent.

C: TOM'S RESPONSIBILITIES

1. TOM agrees to provide the following resources to NAU in an effort to promote this MOU: (a) attend outreach events scheduled by TOM (i.e., education fairs) at no cost to NAU; (b) include NAU's landing page on its Educational Partnership webpage; (c) on an annual basis, TOM will share with its employees a brief article or marketing item to promote the Tuition Reduction program; and (d) allow NAU to host an information table, on an annual basis, at a designated TOM facility.
2. Support the verification of eligible employees of TOM by using the attached NAU Tuition Reduction Program Form.
3. TOM will designate an employee to work with the NAU liaison regarding the administration of this MOU.

D: GENERAL TERMS

1. Effective Date and Term. This MOU shall become effective on April 6, 2021 and will expire December 31, 2025. The Tuition Reduction will apply to classes that begin during the established dates of this MOU.
2. Student Educational Records. NAU and TOM recognize that student educational records are protected by FERPA (20 U.S.C. § 1232g and 34 CFR Part 99). TOM will not require any NAU students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. The parties agree to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from the student or as otherwise provided by law.

3. Modification. This MOU may not be modified or amended except by written instrument signed by both parties.
4. Termination. This MOU may be terminated by either party for any reason upon thirty (30) days written notice to the other party. Eligible Employees who are currently enrolled at NAU prior to the date of termination will continue to receive the tuition benefits under the terms of this MOU for the program or courses of study in which the student is currently enrolled, provided eligibility is maintained as set forth in Section A, above.
5. Notices. All notices, requests, demands and other communications hereunder will be given in writing and will be: (a) personally delivered; (b) sent via email or other electronic means; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage pre-paid, or by commercial overnight courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to TOM:
Town of Marana
11555 W Civic Center Dr.
Marana, AZ 85653
Attn: Jennifer Lindblom, Deputy HR Director
Email: jlindblom@maranaAZ.gov

If to NAU:
Northern Arizona University
15451 N. 28th Ave.
Phoenix, AZ 85053
Attn: Doug Small
Email: doug.small@nau.edu

With a copy to:
Town of Marana
11555 W Civic Center Dr.
Marana, AZ 85653

Attn: Curry C. Hale
Email: chale@maranaAZ.gov

With a copy to:
Contracting, Purchasing and Risk
Management
PO Box 4124, 545 E Pine Knoll
Dr
Flagstaff, AZ 86011
Email: NAU-Contracts@nau.edu

6. Named Representative. Each party is naming a liaison who is authorized to act on its behalf in making or obtaining decisions regarding this MOU. Such named liaison may be changed from time-to-time by giving the other party written notice.
 - a. NAU: NAU's liaison is Doug Small, Director of Strategic Partnerships, NAU Educational Partnerships Department, Director of Strategic Partnerships, (602) 776-4618.
 - b. TOM: TOM liaison is Jennifer Lindblom, HR Deputy Director, (520) 382-1922.
7. No Third-Party Beneficiaries. No person or entity, whether or not mentioned or referred to in this MOU, other than NAU and TOM and each party's permitted successors and assigns, shall be considered to be a third-party beneficiary of or entitled to assert any rights under this MOU.

8. Force Majeure. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this MOU are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
9. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act. These regulations prohibit discrimination against qualified individuals based on status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, sex, religion, age, national origin, disability, or protected veteran status.
10. Conflict of Interest. NAU and TOM participation in this MOU is subject to Arizona Revised Statutes ("A.R.S.") §38-511 which provides that this MOU may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this MOU on behalf of NAU or TOM is, at any time while this MOU, or any extension thereof, is in effect, an employee or agent of the other party to this MOU in any capacity or a consultant to any other party with respect to the subject matter of this MOU.
11. Notice of Arbitration Statutes. Pursuant to A.R.S. §12-1518, the parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this MOU if required by A.R.S. §12-133.
12. Failure of Legislature to appropriate. If NAU's performance under this MOU depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then NAU may provide written notice of this to TOM and cancel this MOU without further obligation of NAU. Appropriation is a legislative act and is beyond the control of NAU.
13. Responsibility. Each party will be responsible for the negligence, acts and omissions of its employees and agents when acting under such party's direction and supervision.
14. Service Marks and Trademarks. For purposes of this provision, the phrase "NAU Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by NAU. TOM agrees to comply with NAU's trademark and licensing program concerning any use or proposed use by TOM of any NAU Mark on goods, in relation to services, and in connection with advertisements or promotion of TOM or TOM's business. Except as expressly authorized in this MOU, TOM is not permitted to use any NAU Mark without prior written approval of NAU's Marketing Department.
15. Entire Agreement. This MOU embodies the entire understanding of the parties and supersedes any other agreement or understanding between parties relating to the subject matter.

16. Relationship of the Parties. Each party is an independent contractor and is independent of the other party. Under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. This MOU does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This MOU does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party shall have any right, power, or authority under this MOU to act as a legal representative of the other party, and neither party shall have any power to obligate or bind the other or to make any representations, expressed or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.
17. Choice of Law. This MOU shall be governed by and construed in accordance with the laws of the State of Arizona. Jurisdiction for any claim or dispute shall be Maricopa County, Arizona.
18. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and both of which taken together shall constitute one and the same instrument. Counterparts may be executed in either original or by electronic transmission, and the parties hereby adopt as an original any signatures received via electronic transmission.

IN WITNESS WHEREOF, the parties hereto have executed this MOU the date set forth above.

FOR: The Town of Marana

Terry S. Rozema, Town Manager

Date

**FOR: THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY**

Dr. Rita Hartung Cheng, President

Date

3/11/2021

Tuition Reduction Partnership Employment Confirmation Form

Employee Information

Last Name	First Name	Middle Initial		NAU ID Number
Street	City	State	Zip Code	Cell Phone Number
Employer				
Semester - e.g. Fall, Spring or Summer (and year)				

Instructions:

1. Complete this form after you have been admitted to Northern Arizona University (NAU). This form must be submitted each semester in which you intend to enroll at NAU.
2. Include a copy of the following documents to verify your employment:
 - a. your driver's license
 - b. a recent employee pay stub
3. Complete all requested information. Any item left blank may delay the process of applying your tuition reduction.
4. To apply your tuition reduction to your NAU student account, send this form and documents to...

Email: EMEnrollment@nau.edu or

Address: Northern Arizona University
 Attn: EMSA Enrollment
 15451 N. 28th Ave
 Phoenix, AZ 85053

5. This form must be completed and verified prior to the tuition and fees payment deadline for the intended semester of enrollment (https://nau.edu/sdas/important_payment_dates/).
6. Submit this document to NAU no earlier than the dates listed below:
 - a. Fall Semester - July 1
 - b. Spring Semester - November 1
 - c. Summer Semester - April 1

Statement of Understanding

I understand that I need to submit this form, and the supporting documents to verify my employment, each semester and before the deadline, to receive the tuition reduction. The tuition reduction does not apply to individuals receiving the educational tuition benefit offered to state university employees.

Termination of the reduction: I understand that my reduction will be discontinued for the following reasons: I no longer work for my employer that is partnering with NAU; at its discretion, NAU discontinued the program. In either case, you will receive the tuition reduction for the balance of the semester in which you applied for this reduction.

Employee Certification

By signing below, I certify, to the best of my knowledge, that the information in this document is true and accurate.

Employee Signature:	Date
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Tuition Reduction Partnership FAQ's

Where do I begin?

Thanks for your interest in pursuing your degree through Northern Arizona University (NAU). The best place to start is by contacting one of our admissions representatives who can discuss your personal and professional goals to match you to the right degree. You can reach us at 928-523-5511 or admissions@nau.edu. You can also search our degree options online at <https://nau.edu/academics/>.

What degrees are covered by this program?

All master's and doctorate degrees offered by NAU are covered by this program with the exception of our competency-based degrees offered through Personalized Learning (see final FAQ below for a description). Degree options can be found at <https://nau.edu/academics/>.

Can I earn a bachelor's degree from NAU?

NAU offers a variety of bachelor degrees with flexible formats that accommodate different life circumstances. Campuses include - NAU Online, our statewide campuses and our beautiful campus in Flagstaff. The tuition reduction program is designed to support employees who already have a bachelor's degree who want to pursue a master's or doctorate degree. However, NAU does provide scholarship opportunities for undergraduate students - <https://nau.edu/office-of-scholarships-and-financial-aid/transfer-tuition-scholarships/> and we have undergraduate programs with very competitive tuition rates.

What is the value of the tuition reduction?

NAU is providing a 10% reduction in tuition that we will apply to the tuition rate for your selected master's or doctorate degree program. The discount does not apply to individuals who receive the employee educational benefit offered to state university employees.

What are the requirements for the tuition reduction?

Employees must (1) be currently employed and employment verified by the employee, (2) submit the tuition reduction form each semester, found on our partnership landing page; and (3) meet and maintain the admission and academic requirements for an approved graduate program.

Is there a time limit on completing my degree?

Students must complete all requirements for their master's degree within a six-year period. Undergraduate students do not have a specific timeframe to complete their degree but must stay continuously enrolled to maintain the academic requirements of their program. Students should consult their academic advisor to ask specific questions about their program of study.

Does NAU accept transfer and military credit?

NAU does accept transfer credit for both undergraduate and graduate programs. We also accept military credit towards our undergraduate programs. Students should consult with an admissions representative to see how their prior credit applies to a specific degree at NAU.

Does NAU offer programs online or outside of Flagstaff for me to earn my degree?

Yes, NAU has a wide variety of programs available online and through our statewide campuses in Arizona. The following website has more detail about our degree options and locations - <https://nau.edu/academics/>. You can also call us at 928-523-5511 or email us at admissions@nau.edu to explore our program options.

When do I need to submit the tuition reduction form?

The tuition reduction form must be completed, verified and submitted to NAU prior to the payment deadline for the requested semester - https://nau.edu/sdas/important_payment_dates/.

Can my dependent(s) participate in this program?

The tuition reduction program is available for you, the employee. However, we are glad to assist your family members with exploring our programs and other financing and scholarship opportunities.

How is my employment verified?

You will fill out the Tuition Reduction Partnership Form each semester and follow the guidelines on the form to submit it to NAU.

How do I know my tuition reduction was approved and applied to my account?

Once you submit the online form and it is approved, NAU will apply the tuition reduction to your account and will send an email confirmation to you. You can verify your status by logging into your NAU account by going to (<https://nau.edu/louie/>) and checking "Student Financials."

What if I leave my organization?

If you leave your organization and you are currently enrolled at NAU, your tuition reduction will remain for the current semester in which you are enrolled. However, you will no longer be eligible for the tuition reduction program for future semesters.

Who can I contact at NAU for more information?

For more information, you can contact us at 928-523-5511 or admissions@nau.edu.

How does your competency-based program work?

While the Personalized Learning program is not included in the tuition reduction program, it does offer you an innovative, competency-based and online learning experience at an already affordable tuition rate. Students complete courses by demonstrating mastery of the topic and not by time spent in a classroom. Whether a student brings prior knowledge to a course or is able to dedicate extra time to school, acceleration towards degree completion is possible. With personalized faculty support, the learning journey is custom fit at the student level and not the course level. Additional information on this program is available at: <http://pl.nau.edu/>.

Updated: October 22, 2020



Council-Regular Meeting

C3

Meeting Date: 04/06/2021

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Deputy Town Attorney

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-036: Relating to Personnel; approving and authorizing the Human Resources Director to execute the University of Arizona Online Letter Agreement for an Employee Degree Attainment Program Partnership (Curry C. Hale)

Discussion:

As part of the Town of Marana's dedication to continuing academic and professional education for its employees, and in addition to the Town's Tuition Reimbursement Program approved by Marana Town Council that is already being offered to Town of Marana employees, the Town has engaged in the creation of a series of agreements with the state's three premier universities to offer additional tuition discounts to public employees of the Town of Marana, to save them additional dollars as it relates to continuing education. By entering into these agreements, additional tuition savings will be passed on to Town employees, and tangentially, to the Town of Marana, simultaneously furthering the value of every dollar offered in the Town's Tuition Reimbursement program, as well as contributing to a more educated and dedicated workforce for our community.

Staff Recommendation:

Staff recommends approval of the Letter Agreement between the Town and the University of Arizona Online Establishing a Tuition Discount Program for Town Employees.

Suggested Motion:

I move to approve the Letter Agreement between the Town and the University of Arizona Online Establishing a Tuition Discount Program for Town Employees.

Attachments

Resolution 2021-036

Exhibit A

MARANA RESOLUTION NO. 2021-036

RELATING TO PERSONNEL; APPROVING AND AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO EXECUTE THE UNIVERSITY OF ARIZONA ONLINE LETTER AGREEMENT FOR AN EMPLOYEE DEGREE ATTAINMENT PROGRAM PARTNERSHIP

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

WHEREAS the establishment of an employee degree attainment program partnership with the University of Arizona Online will provide employees with a tuition reduction and application fee waiver; and

WHEREAS the Town Council finds that it is in the best interests of the Town employees to have the benefit of a tuition reduction and fee waiver if employees choose to pursue a degree through the University of Arizona Online.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA approving the University of Arizona Online Letter Agreement attached to this Resolution as Exhibit A and authorizing the Human Resources Director 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 agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

Letter Agreement

This Letter Agreement sets forth the terms of understanding between University of Arizona Online (Arizona Online) and the Town of Marana for an employee degree attainment program partnership.

Purpose

This Letter Agreement will provide a framework for the delivery of Arizona Online degree programs to Town of Marana employees in a manner that:

- Mitigates the barriers to continuing education for Town of Marana employees
- Incentivizes Town of Marana employees to enroll in Arizona Online degree programs
- Creates a University of Arizona/Town of Marana employee development partnership that elevates employee satisfaction, performance, and overall value to Town of Marana.

Program

The above goals will be accomplished by undertaking the following activities:

- **Arizona Online**
 - **Academic Program Management**
 - Delivery of University of Arizona degree programs through the Arizona Online platform to Town of Marana employee base.
 - **Student Support**
 - Arizona Online will provide a team of Enrollment Counselors who will assist employees with the enrollment and admissions process and operate as a one-stop source of information, resources, and general support for Town of Marana employees.
 - Arizona Online will also provide a Client Manager to work with the Town of Marana program contact on day-to-day execution of the partnership.
 - Arizona Online will develop a dedicated landing page for Town of Marana employees that will contain partnership program information, a Request for Information (RFI) form, and Enrollment Counselor contact information.
 - **Promotion/Recruitment:** Upon signature of Letter Agreement, Arizona Online and Town of Marana will agree upon a communication plan for promotion of partnership to Town of Marana employees that meets Town of Marana's internal promotion policies. This will be reviewed and modified as organizational needs require. The communication plan can include but is not limited to:
 - Regular internal social media and email campaigns
 - Online and on-site recruiting events
 - Management and supervisor promotion for dissemination to teams

- Arizona Online presence on Town of Marana employee portal/website and other relevant areas
 - Collateral material
 - Use of student stories/experiences for videos and print
 - Other components as mutually determined
- **Tuition**
 - University of Arizona Online will provide Town of Marana employees with a tuition reduction of 10% for all undergraduate degree programs and 10% for all graduate degree programs except for the Optical Science and Photonic Communication Degrees which are not included in the tuition reduction.
 - University of Arizona Online will provide Town of Marana employees with an application fee waiver.
- **Town of Marana**
 - **Program Support:** Town of Marana will provide a Town of Marana program manager/coordinator responsible for execution and support of program and act as the main contact for the Arizona Online Enrollment team and Client Manager.
 - **Promotion/Recruitment:** With the Arizona Online team, develop a promotion plan for Town of Marana employees as stated above.
 - **Student Stories:** With individual permission, allow Arizona Online access to student stories and images for use in various marketing efforts including but not limited to:
 - Arizona Online website
 - Arizona Online promotional materials
 - Arizona Online presentations
 - PR and media

Program Evaluation

Arizona Online and Town of Marana management will meet periodically to review effectiveness of program and make any necessary changes and modifications as mutually agreed upon by both parties.

Duration

This Letter Agreement is effective as of the last of the signature dates below. This Letter Agreement is at-will and may be modified at any time by mutual consent of authorized parties from Arizona Online and Town of Marana. Either party may terminate this agreement immediately upon written notice to other party.

This Letter Agreement is not a commitment of funds by either party.



Liesl Folks
Provost, University of Arizona

Feb 24, 2021

Date:

Date:

Terry S. Rozema
Town Manager, Town of Marana



Council-Regular Meeting

C4

Meeting Date: 04/06/2021

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-037: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves by amending Section 4-3-4 "Amount of Managed Time Off Leave", Section 4-4-2 "Town Approved Holidays" and Section 4-4-4 "Miscellaneous Rules" (Curry C. Hale)

Discussion:

The proposed revision to Section 4-3-4 "Amount of Managed Time Off Leave" adds the position of Town Engineer to the categories of employees eligible for an additional forty hours of Managed Time Off (MTO) Leave. This change to the Town's Personnel Policies is requested due to a recent department reorganization.

The proposed revision to Section 4-4-2 "Town Approved Holidays" deletes the "fourth Friday in November language" to describe the day after Thanksgiving. This change to the Town's Personnel Policies is requested because, on occasion, the day after Thanksgiving is the fifth Friday in November.

The proposed revision to Section 4-4-4 "Miscellaneous Rules" adds when a Town approved holiday falls on a weekend, the holiday will be observed on a weekday as outlined by the payroll and holiday schedule approved by the Town Manager.

Staff Recommendation:

Staff recommends approval and adoption of amendments to the Town's Personnel Policies and Procedures, Chapter 4 - Employment Benefits and Leaves.

Suggested Motion:

I move to adopt Resolution No. 2021-037, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves.

Attachments

Resolution 2021-037

MARANA RESOLUTION NO. 2021-037

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 4 - EMPLOYMENT BENEFITS AND LEAVES BY AMENDING SECTION 4-3-4 "AMOUNT OF MANAGED TIME OFF LEAVE", SECTION 4-4-2 "TOWN APPROVED HOLIDAYS" AND SECTION 4-4-4 "MISCELLANEOUS RULE"

WHEREAS Chapter 3-3 of the Marana Town Code provides that the Town Council may adopt personnel policies, rules, and regulations that follow the generally accepted principles of good personnel administration and which may be modified or changed from time to time; and

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

WHEREAS the Council finds that adoption of the amendments to the Town's Personnel Policies and Procedures as set forth in this resolution is in the best interests of the Town and its employees.

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

SECTION 1. Policy 4-3 of the Town's Personnel Policies and Procedures, entitled "Managed Time Off (MTO) Leave" is hereby amended as follows (with additions shown with double underlining):

POLICY 4-3 MANAGED TIME OFF (MTO) LEAVE

[No revisions to Sections 4-3-1 through 4-3-3]

Section 4-3-4 Amount of Managed Time Off Leave

A. Eligible full-time employees shall receive 112 hours of MTO leave at the beginning of each calendar year.

B. Eligible part-time employees shall receive a prorated amount of MTO leave at the beginning of each calendar year based on the number of hours per week that they are officially scheduled to work.

C. Eligible employees who begin employment after the beginning of any calendar year shall receive a prorated amount of MTO leave based on the portion of the calendar year that remains.

D. When an employee is on leave at the beginning of a calendar year, even if a portion of the leave is unpaid, the employee shall still receive the full allotment of MTO leave.

E. As an incentive to recruit and retain key employees, the Town Manager may, upon hiring or in connection with an annual performance evaluation, grant additional MTO leave, up to an additional 40 hours per calendar year, to employees in the following categories:

1. Deputy or Assistant Town Managers
2. General Managers
3. Department Heads
4. Deputy or Assistant Department Heads with management responsibilities including supervision of staff.

5. Town Engineer

F. If the Town Manager grants additional MTO leave pursuant to paragraph E of this section, the additional MTO leave shall be granted to the employee for subsequent calendar years unless and until the Town Manager, in his or her sole discretion, determines that the employee's performance and/or workload no longer justify the granting of additional MTO leave. The Town Manager's decision regarding MTO leave is not subject to review under the personnel action review procedures set forth in Chapter 5 of these Personnel Policies and Procedures.

[No revisions to Sections 4-3-5 through 4-3-9]

SECTION 2. Policy 4-4 of the Town's Personnel Policies and Procedures, entitled "Holidays" is hereby amended as follows (with deletions shown with ~~strikeouts~~):

[No revisions to Section 4-4-1]

Section 4-4-2 Town-Approved Holidays

A. The Town-approved holidays for each calendar year are as follows.

1. New Year's Day (January 1)
2. Martin Luther King, Jr./ Civil Rights Day (third Monday in January)
3. Presidents' Day (third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veterans' Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. Day after Thanksgiving (~~fourth Friday in November~~)
10. Christmas Eve (December 24)
11. Christmas Day (December 25)

B. The Town Council, at its sole discretion, may approve additional holidays in any calendar year

[No revisions to Sections 4-4-3]

Section 4-4-4 Miscellaneous Rules

- A. If a Town-approved holiday falls on a day when an eligible employee is on parental paid time off or on approved paid vacation, MTO, or sick leave, the employee shall receive paid time off for the Town-approved holiday and deductions will not be taken from the employee's parental paid time off, vacation, MTO, or sick leave balances for that day.
- B. If a Town-approved holiday falls on an eligible employee's regularly scheduled day off, the employee shall receive paid time off for that holiday based on the number of hours they are regularly scheduled to work.
- C. If a Town-approved holiday falls on a weekend (Saturday or Sunday), the Town will observe the holiday on a weekday, as designated on the payroll and holiday schedule approved by the Town Manager.

[No revisions to Section 4-4-5].

SECTION 3. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

SECTION 4. The Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned amendments.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry Lawson, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C5

Meeting Date: 04/06/2021

To: Mayor and Council

Submitted For: Heath Vescovi-Chiordi, Assistant to the Town Manager

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

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-038: Relating to Development; approving the first amendment to the Marana Main Street Development Agreement and Right-of-Way License (Heath Vescovi-Chiordi)

Discussion:

This resolution will approve the first amendment to the Marana Main Street Development Agreement and Right-of-Way License. This Amendment will extend the date by which substantial completion of the work set forth in the original agreement, passed in October 2020, must be completed. The amendment will also enter the Town into a cost-sharing partnership with the developer, in which the Town will share the cost of installation of irrigation equipment that will serve Marana Main Street, as well as the Marana Main Street Roundabout, as well as cost-sharing of the water bill associated with this aforementioned irrigation equipment.

Financial Impact:

Fiscal Year: 2021

Budgeted Y

Y/N:

Amount: \$20,000
(not to
exceed)

Currently, the amount related to the cost of installation or irrigation equipment and cost-sharing of the water bill is unknown. Early estimates suggest that the total amount will not exceed \$20,000. Budget is available in the Roundabout landscaping project and out of the Downtown Marana Re-investment Fund. Some of these expenses might carry-over to fiscal year 2021-2022 depending on actual construction of the improvements.

Staff Recommendation:

Staff recommends adoption of Resolution 2021-038, approving the first amendment to the Marana Main Street Development Agreement and Right-of-Way License.

Suggested Motion:

I move to approve Resolution No. 2021-038, approving amendment number 1 to the Marana Main Street Development Agreement and Right-of-Way License.

Attachments

Resolution 2021-038

Exhibit A to Resolution-Marana Main Street DA and ROW License Amendment 1

Exhibit A to Marana Main Street DA and ROW License Amendment 1

MARANA RESOLUTION NO. 2021-038

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO MARANA MAIN STREET DEVELOPMENT AGREEMENT AND RIGHT-OF-WAY LICENSE

WHEREAS on October 6, 2020, the Mayor and Council adopted Resolution No. 2020-112, approving the Marana Main Street Development Agreement and Right-of-Way License, which was effective October 12, 2020, and recorded in the office of the Recorder of Pima County, Arizona, on October 16, 2020, at Sequence 20202900060 (the "Original Agreement");

WHEREAS the Original Agreement facilitated construction by the developer of certain "Subject Roadways," with a deadline of October 31, 2020 for substantial completion; and

WHEREAS the Original Agreement required the developer to prepare a street landscaping and lighting plan and to pay for certain costs related to water for the landscaping in the right-of-way of Marana Main Street and Center Street through the development; and

WHEREAS the Original Agreement authorized the Town to use funding from the Downtown Marana Reinvestment Fund (the "DMRF"), adopted by Marana Resolution No. 2013-036 and amended by Marana Resolution No. 2018-040, for the Subject Roadways as an incentive for the developer to do mixed-use development on portions of the subject property consistent with the downtown (DT) and downtown neighborhood (DN) zoning designations; and

WHEREAS the Town and the developer have negotiated an amendment to the Original Agreement to extend the deadline for substantial completion of the Subject Roadways, to revise the requirements related to water and irrigation for landscaping in the right-of-way, and to provide that the Town shall share some of the costs of the water and irrigation system using DMRF funds; and

WHEREAS the Mayor and Council find that entering into the First Amendment to the Marana Main Street Development Agreement and Right-of-Way License is in the best interests of the Town and its citizens and businesses.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the First Amendment to Marana Main Street Development Agreement and Right-of-Way License attached to and incorporated within

this resolution as Exhibit A is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out its terms, obligations, and objectives.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

FIRST AMENDMENT TO MARANA MAIN STREET DEVELOPMENT AGREEMENT AND RIGHT-OF-WAY LICENSE

TOWN OF MARANA, ARIZONA

This First Amendment to Marana Main Street Development Agreement and Right-of-Way License (this "Amendment") is entered into by and among the TOWN OF MARANA (the "Town"), an Arizona municipal corporation; MARANA MAIN STREET, LLC ("MMS"), an Arizona limited liability company; MARANA HOSPITALITY, LLC ("MH"), an Arizona limited liability company; MARANA HOSPITALITY II, LLC ("MH2"), an Arizona limited liability company; FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60434 and not otherwise (the "Trust"); and MARANA MAIN STREET DEVELOPMENT CORP, ("MMSD"), an Arizona corporation. MMS, MH, MH2, the Trust, and MMSD are sometimes collectively referred to as the "Property Owner Entities," any one of which is sometimes referred to as a "Property Owner Entity." MMS, MH, MH2, the Trust, MMSD, and the Town are sometimes collectively referred to as the "Parties," any of which is sometimes individually referred to as a "Party."

RECITALS

A. The "Final Block Plat of Marana Main Street Blocks 1 through 10 and Common Area 'A' (Functional Open Space)" (the "Original MMS Plat") was recorded in the office of the Recorder of Pima County, Arizona, on March 21, 2014, at Sequence 20140800116.

B. Collectively, MMS, MH, MH2, and the Trust own Blocks 2, 3, 6, 7, 8, and 9 as depicted on the Original MMS Plat.

C. The "Final Block Plat of Marana Main Street Blocks 6, 7, 8, and 11 through 17 and Common Area 'A' (Functional Open Space)" (the "MMS Replat"), being a replat of Blocks 6, 7, and 8 of the Original MMS Plat, was recorded in the office of the Recorder of Pima County, Arizona, on October 18, 2019, at Sequence 20192910097.

D. The Property Owner Entities and the Town entered into the Marana Main Street Development Agreement and Right-of-Way License effective October 12, 2020, and recorded in the office of the Recorder of Pima County, Arizona, on October 16, 2020, at Sequence 20202900060 (the "Original Agreement").

E. Blocks 3 and 9 of the Original MMS Plat and Blocks 6 and 7 of the MMS Replat are collectively referred to in the Original Agreement as the Subject Property.

F. For purposes of the Original Agreement, the development depicted on the Original MMS Plat as amended by the MMS Replat is referred to as the "MMS Development."

G. MMS, MH, and MH2 are the sole beneficiaries of the Trust. MMSD is the development entity doing the actual construction of the work contemplated by the Original Agreement and this Amendment.

H. The Town has completed construction of the Marana Road Realignment and Reconstruction project, Marana Project No. ST044 (the "Project").

I. The Project included the construction of a roundabout (the "Roundabout") on Sandario Road at its intersection with Marana Main Street, and the construction of Marana Main Street to approximately 270 feet east of the centerline of Sandario Road (the "Main Street Stub").

J. The Original Agreement facilitated construction by the Property Owner Entities of the "Subject Roadways"; specifically, Marana Main Street from the east terminus of the Project (which is also the east side of the Main Street Stub) on the west, to the east boundary of the MMS Development, and Center Street through the MMS Development, with a deadline of October 31, 2020 for substantial completion.

K. The Original Agreement required the Property Owner Entities to prepare a street landscaping and lighting plan and to pay for certain costs related to water for the landscaping in the right-of-way of Marana Main Street and Center Street through the MMS Development.

L. The Original Agreement authorized the Town to use funding from the Downtown Marana Reinvestment Fund (the "DMRF"), adopted by Marana Resolution No. 2013-036 and amended by Marana Resolution No. 2018-040, for the Subject Roadways as an incentive for the Property Owner Entities to do mixed-use development on portions of the Subject Property consistent with the downtown (DT) and downtown neighborhood (DN) zoning designations.

M. The Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a landowner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

AGREEMENT

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

1. *Incorporation of the recitals.* The foregoing Recitals are incorporated here by this reference.

2. *Effect.* Capitalized words and phrases in this Amendment shall have the meanings set forth in the Original Agreement as modified by this Amendment, and the terms of the Original Agreement shall continue in full force and effect except as expressly modified by this Amendment.

3. *Construction of the subject roadways.* Paragraph 1 of the Original Agreement is amended to provide that the Property Owner Entities shall substantially complete construction of the Subject Roadways no later than June 1, 2021.

4. *Street landscaping and lighting.* Paragraph 2 ("Street landscaping and lighting"), subparagraph b ("Water") of the Original Agreement is replaced by the following:

b. *Water*

i. The Property Owner Entities shall install an irrigation meter, backflow preventer, controller, master valve, and any other related and necessary infrastructure (collectively the "Irrigation Equipment") for all landscaping in the right-of-way of Marana Main Street and Center Street through the MMS Development.

ii. The Town will connect the irrigation system for the Town's landscaping in the Roundabout (the "Roundabout Irrigation System") to the Irrigation Equipment, with the point of connection occurring downstream of the master valve.

iii. The Parties acknowledge that the Town may need to connect to the Irrigation Equipment for its landscaping before the Property Owner Entities' need to connect to the Irrigation Equipment for their landscaping. In such instance, the Town shall give the Property Owner Entities 30 days' advance written notice of the date the Town intends to connect to the Irrigation Equipment. The Property Owner Entities shall install the Irrigation Equipment promptly, so that the Irrigation Equipment is installed and available for connection to the Town's Roundabout Irrigation System by the date specified in the Town's notice.

iv. The Town and the Property Owner Entities shall share the costs for installation of the Irrigation Equipment equally. Prior to commencing work on installation of the Irrigation Equipment, the Property Owner Entities shall obtain bids/estimates for the work and provide copies of the bids/estimates to the Town. The Property Owner Entities shall not proceed with the installation of the Irrigation Equipment until the Town Engineer or designee approves the bid/estimate in writing. Upon final completion of the installation of the Irrigation Equipment, the Property Owner Entities shall submit a detailed description of the work completed together with proof of payment of contractors, subcontractors, and material suppliers in a form reasonably acceptable to the Town Engineer. The Town shall pay its portion of the costs for

the work to the Property Owner Entities within 30 days of receipt of acceptable documentation.

v. The Property Owner Entities shall pay all water meter fees, resource impact fees, and water infrastructure fees associated with the installation of the Irrigation Equipment.

vi. The Town and the Property Owner Entities shall share the costs for all water bills for the irrigation meter installed pursuant to this subparagraph 2(b) for a period of two years after final completion of landscape installation consistent with the landscaping and lighting plan. One or more of the Property Owner Entities shall be the account holder for the meter during this two-year period and shall be responsible for paying all water bills on time. The Property Owner Entities will submit a copy of each water bill to the Town for the Town's calculation and payment of its share of the water costs. The Town's share of the water costs shall be calculated based on the emitter schedule for the Town's Roundabout landscaping, which is attached to and incorporated by this reference within this Amendment as Exhibit A. The Town shall pay its share of the water costs to MMSD from the DMRF within 30 days of receipt of the water bill from the Property Owner Entities.

vii. For purposes of this subparagraph, "final completion" means the same as defined in paragraph 2(c) of the Original Agreement.

5. *Town responsibilities.* Paragraph 7 ("Town responsibilities"), subparagraph b of the Original Agreement is amended to provide that the Town shall also maintain the Irrigation Equipment from and after the second anniversary of the date the Property Owner Entities have achieved final completion of landscape installation consistent with the landscaping and lighting plan, as reasonably determined in writing by the Marana Town Engineer (see subparagraph 2(c) of the Original Agreement).

6. *Recording.* The Town shall record this Amendment in the office of the Pima County Recorder no later than ten days after it has been executed by the Parties.

7. *Counterparts.* This Amendment may be executed in identical counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In addition, this Amendment may contain more than one counterpart of the signature pages and this Amendment may be executed by the affixing of the signature pages, and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single signature page.

8. *Conflicts.* This Amendment is subject to A.R.S. § 38-511, which provides for cancelation in certain instances involving conflicts of interest.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives effective upon the last Party's signature date below or on the effective date of the Town's resolution approving and authorizing the signing of this Amendment, whichever is last.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO SUBSTANCE:

Keith Brann, Town Engineer

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

The "Property Owner Entities":

MARANA MAIN STREET, LLC, an Arizona limited liability company

MARANA HOSPITALITY, LLC, an Arizona limited liability company

MARANA HOSPITALITY II, LLC, an Arizona limited liability company

By: _____
M. Chris Monson, Manager

Date: 3/1/21

FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60434 and not otherwise

By: _____
Rachel Turnipseed Trust Officer

Date: 3/2/21

MARANA MAIN STREET DEVELOPMENT CORP, an Arizona corporation

By: _____
M. Chris Monson, President/CEO

Date: 3/1/21

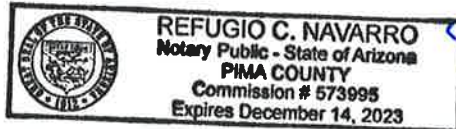
STATE OF ARIZONA)

SS

County of Pima)

The foregoing instrument was acknowledged before me on March 1, 2021, by M. Chris Monson, Manager of MARANA MAIN STREET, LLC, an Arizona limited liability company, MARANA HOSPITALITY, LLC, an Arizona limited liability company, and MARANA HOSPITALITY II, LLC, an Arizona limited liability company, on behalf of the LLCs.

(Seal)



Refugio C Navarro
Notary Public

STATE OF ARIZONA)

SS

County of Pima)

The foregoing instrument was acknowledged before me on Mar 2, 2021, by Rachel Turnipseed, Trust Officer of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60434 and not otherwise.

(Seal)



Cade Shanahan
Notary Public

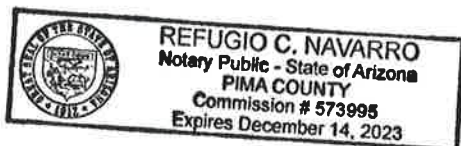
STATE OF ARIZONA)

SS

County of Pima)

The foregoing instrument was acknowledged before me on March 1, 2021, by M. Chris Monson, President/CEO of MARANA MAIN STREET DEVELOPMENT CORP, an Arizona corporation, on its behalf.

(Seal)



Refugio C Navarro
Notary Public

EXHIBITS

Exhibit A Emitter schedule for Town of Marana Roundabout landscaping

MARANA MAIN STREET ROUNDABOUT - WATER USE ESTIMATE - 12.17.20

PLANT SPECIES		PLANT QUANTITY		EMMITTER SCHEDULE GALLONS PER HOUR (GPH)		WATERING DAYS PER MONTH (1 HOUR PER DAY)													TOTAL (GALLONS PER SPECIES)
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
AGAVE AMERICANA 'MEDIOPICTA ALBA'		4		2		1	3	5	7	11	10	7	6	5	5	3	1		512
WHITE CENTER STRIPE AGAVE																			
AGAVE BLUE GLOW		26		1		1	3	5	7	11	10	7	6	5	5	3	1		1,664
BLUE GLOW AGAVE																			
AGAVE OVATIFOLIA		3		1		1	3	5	7	11	10	7	6	5	5	3	1		192
WHALES TONGUE AGAVE																			
AGAVE PARRYI VAR TRUNCATA		40		1		1	3	5	7	11	10	7	6	5	5	3	1		2,560
ARTICHOKE AGAVE																			
ALOE 'BLUE ELF'		80		0.5		1	3	5	7	11	10	7	6	5	5	3	1		2,560
BLUE ELF ALOE																			
BULBINE FRUTESCENCE ' TINY TANGERINE		96		1		1	3	5	7	11	10	7	6	5	5	3	1		6,144
TINY TANGERINE BULBINE																			
EUPHORBIA ANTISYPHILITICA		80		0.5		1	3	5	7	11	10	7	6	5	5	3	1		2,560
CANDELILLA																			
EUPHORBIA RIGIDA		32		1		1	3	5	7	11	10	7	6	5	5	3	1		2,048
GOPHER PLANT																			
HESPERALOE PARVIFLORA 'PERPA'		10		1		1	3	5	7	11	10	7	6	5	5	3	1		640
BRAKELIGHTS RED YUCCA																			
MUHLENBERGIA EMERSLEYI ' EL TORO'		10		2		1	3	5	7	11	10	7	6	5	5	3	1		1,280
EL TORO BULL GRASS																			
MUHLENBERGIA RIGIDA 'NASHVILLE'		36		2		1	3	5	7	11	10	7	6	5	5	3	1		4,608
NASHVILLE MUHLY GRASS																			
NASSELLA TENUISSIMA		15		2		1	3	5	7	11	10	7	6	5	5	3	1		1,920
MEXICAN FEATHER GRASS																			
PENSTEMON PARRYI		14		0.5		1	3	5	7	11	10	7	6	5	5	3	1		448
PARRYS PENSTEMON																			
SPHAERALCEA AMBIGUA LOUIS HAMILTON		5		1		1	3	5	7	11	10	7	6	5	5	3	1		320
LOUIS HAMILTON GLOBE MALLOW																			
TETRANEURIS ACAULIS		80		1		1	3	5	7	11	10	7	6	5	5	3	1		5,120
ANGELITAS DAISY																			
YUCCA RUPICOLA		119		0.5		1	3	5	7	11	10	7	6	5	5	3	1		3,808
TWIST LEAF YUCCA																			
TOTAL (GALLONS FOR ALL SPECIES)																			36,384

Note: The number of "Watering Days Per Month" in this table is based on the City of Tucson's "Landscape Watering Guidelines" for "Medium Plant Water Use" in "Sandy Loam Soil". Plant water use for this landscape should be reduced (by half) after an establishment period of two years, according to "Low Plant Water Use" recommendations. Regular maintenance may require adjustments to irrigation and emitter schedule.



Council-Regular Meeting

C6

Meeting Date: 04/06/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-039: Relating to Real Estate; approving and authorizing the Town Manager to execute an amended and restated License Agreement with Marana Health Center, Inc. for use of Town-owned property located north of Bill Gaudette Drive between Marana Main Street and North Sandario Road for a COVID-19 drive-through vaccination site (Jane Fairall)

Discussion:

On January 19, 2021, the Town Council adopted Resolution No. 2021-010, approving and authorizing the Town Manager to execute a License Agreement with Marana Health Center, Inc. (MHC) to allow MHC to use the Town-owned dirt lots north of Bill Gaudette Drive between Marana Main Street and North Sandario Road for a drive-through COVID-19 vaccination site.

Subsequently, Northwest Fire District (NWFD) personnel approached Town staff with a request to use the northern portion of one of the Town's lots previously licensed to MHC for a construction staging area, as the District begins construction of its new facility on Marana Main Street. To date, MHC has not used the property, as it has been able to accommodate its vaccination site on its own property. MHC would like the license agreement to remain in place in case the use of Town property becomes necessary, but MHC has agreed to amend the license agreement to remove the portion of the dirt lot adjacent to NWFD's property so that NWFD may use it for its purposes, pursuant to a license agreement between the Town and NWFD's contractor, CORE Construction, Inc.

Staff Recommendation:

Staff recommends approval of the amended and restated license agreement with Marana Health Center.

Suggested Motion:

I move to adopt Resolution No. 2021-039, approving and authorizing the Town Manager to execute an amended and restated License Agreement with Marana Health Center, Inc. for use of Town-owned property located north of Bill Gaudette Drive between Marana Main Street and North Sandario Road for a COVID-19 drive-through vaccination site.

Attachments

Resolution 2021-039

Exhibit A to Resolution - License Agreement

Exhibit A to License Agreement - Map

MARANA RESOLUTION NO. 2021-039

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDED AND RESTATED LICENSE AGREEMENT WITH MARANA HEALTH CENTER, INC. FOR USE OF TOWN-OWNED PROPERTY LOCATED NORTH OF BILL GAUDETTE DRIVE BETWEEN MARANA MAIN STREET AND NORTH SANDARIO ROAD FOR A COVID-19 DRIVE-THROUGH VACCINATION SITE

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

WHEREAS the Marana Health Center desires to use a portion of the Town-owned dirt lots north of Bill Gaudette Drive between Marana Main Street and North Sandario Road (the "Property"), for a drive-through COVID-19 vaccination site; and

WHEREAS, on January 19, 2021, the Mayor and Council adopted Resolution No. 2021-010, approving and authorizing the Town Manager to execute a license agreement with Marana Health Center for use of the Property; and

WHEREAS it has become necessary to amend the boundary of the property subject to the license agreement; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into an amended and restated license agreement with the Marana Health Center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the amended and restated license agreement with Marana Health Center, Inc. is hereby approved in substantially the form set forth in Exhibit A, attached to and incorporated within this resolution, and the Town Manager is authorized to sign it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

AMENDED AND RESTATED LICENSE AGREEMENT

LICENSOR: TOWN OF MARANA
11555 W. Civic Center Dr.
Marana, AZ 85653

LICENSEE: MARANA HEALTH CENTER, INC.
13395 N. Marana Main Street
Marana, AZ 85653

This Amended and Restated License Agreement amends and replaces the License Agreement entered into by Licensor and Licensee effective January 20, 2021.

In consideration of Licensee's performance of its obligations under this Agreement, Licensor hereby gives permission to Licensee to use a portion of Licensor's Property (the "Property") as depicted on Exhibit "A" attached to and incorporated by this reference in this Agreement and more particularly described as follows:

- The southern portion of the dirt lot identified as Pima County Assessor's Parcel Number (APN) 217-37-048F, bounded on the south by Bill Gaudette Drive and on the north by an imaginary line just south of the right-of-way segment south of Northwest Fire District station 36, 13475 N. Marana Main Street, extending west to the parcel boundary
- The dirt lot identified as Pima County Assessor's Parcel Number (APN) 217-37-073C bounded by Bill Gaudette Drive to the south, Marana Main Street to the east, and the right-of-way segment south of Northwest Fire District station 36, 13475 N. Marana Main Street, to the north

Licensee may use the Property for a drive-through COVID-19 vaccination site, subject to the following terms and conditions:

- a. Licensee will have access to the Property from 8:00 AM to 6:00 PM Monday through Friday, and may conduct the vaccination clinic from 9:00 AM to 5:00 PM Monday through Friday. The property can be closed off to the public via cones or barricades after hours of operation.
- b. Licensor may require Licensee to temporarily vacate the Property if Licensor desires to use the Property for other purposes. Licensor will give Licensee at least seven days' prior notice to vacate the Property.
- c. Licensee may erect temporary tents no larger than 12 foot by 12 foot on the Property. Licensee shall ensure that all tents are installed or secured per manufacturers' specifications. Licensee shall erect and take down the temporary tents each day.

- d. Licensee shall provide and use cones and signage directing cars where to enter and exit the Property. Licensee shall coordinate and comply with the direction of Licensors' Traffic Engineering Division regarding placement of the cones and signage. Licensee shall comply with any and all traffic plans created by Licensors' Traffic Engineering Division.

Licensors shall have the right to modify or revoke the License at any time, all on the terms and conditions set forth below, which Licensee promises to comply with and abide by:

1. This Agreement shall be binding upon Licensee, its heirs, assignees and designees, and every reference to Licensee in this Agreement shall include and bind Licensee's heirs, assignees and designees.
2. Licensee covenants that it shall defend, indemnify and hold harmless Licensors, its officers, agents, and employees from any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) to any person, persons, or property arising out of either (1) the use of the Licensors' Property by Licensee, or (2) the negligent acts or omissions of Licensee.
3. As a condition precedent to use of the Property and to allow ongoing use of the Property, Licensee shall provide certificate(s) of insurance and endorsement(s) evidencing the following minimum insurance coverages and limits, and the Town of Marana shall be listed as an additional insured on the Commercial General Liability policy:
 - a. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate
4. This Agreement becomes effective on the signature date of the last party to sign it, and shall remain in effect until July 31, 2021, or unless and until it is (a) terminated by written agreement of the parties or (b) revoked by and at the sole discretion of Licensors.
5. Licensors shall give Licensee written notice of revocation at least 15 calendar days prior to the effective date of any revocation.
6. If Licensee causes any damage to Licensors' Property, Licensee shall promptly make and pay for the repairs necessary to restore the Property to its pre-damaged condition.
7. Licensee shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana. Licensee shall comply with all applicable COVID-19 vaccination related regulations as required by the Arizona Department of Health Services and the Pima County Health Department.
8. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

9. During the term of this Agreement, Licensee agrees to use the Property only for the purpose of a drive-through COVID-19 vaccination site. At all times during the term of this Agreement, Licensee agrees to use the Property in keeping with best safety practices. Under no circumstances may Licensee (a) use or permit the use of the Property for any purpose other than the purpose described in this Agreement, (b) cause or permit waste of the Property or (c) adversely affect Licensors' title and rights to the Property, including any water rights or any other rights owned or claimed by Licensors.
10. At the end of each day of its use of the Property, Licensee agrees that it will pick up and properly dispose of all trash and debris deposited on the Property as a result of Licensee's activities.
11. This Agreement and Exhibit A to this Agreement contain the entire agreement and understanding of the Licensors and Licensee. This agreement can be amended only by written instrument executed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the signature date of the last party to sign it.

LICENSEE: MARANA HEALTH CENTER, INC., an Arizona nonprofit corporation By: _____ Clinton Kuntz, Chief Executive Officer Date: _____	LICENSOR: TOWN OF MARANA, an Arizona municipal corporation By: _____ Terry Rozema, Town Manager Date: _____ ATTEST: _____ Town Clerk APPROVED AS TO FORM: _____ Town Attorney
---	---

STATE OF Arizona)

ss.

County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Clinton Kuntz, Chief Executive Officer of MARANA HEALTH CENTER, INC., an Arizona nonprofit corporation, on behalf of the corporation.

(Seal)

Notary Public

Exhibit A to License Agreement





Council-Regular Meeting

C7

Meeting Date: 04/06/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-040: Relating to Real Estate; approving and authorizing the Town Manager to execute a License Agreement with CORE Construction, Inc. for use of Town-owned property located adjacent to Northwest fire District Station 36, 13475 Marana Main Street, for a construction staging area (Jane Fairall)

Discussion:

Town staff was recently contacted by Northwest Fire District (NWFD) personnel requesting to use a portion of the Town-owned dirt lot identified as Pima County Assessor's Parcel Number (APN) 217-37-048F adjacent to NWFD Station 36 for a construction staging area for NWFD's contractor, CORE Construction, as the District begins construction of its new facility on Marana Main Street. The construction staging area will include construction parking, a construction laydown area, and storage.

The proposed license agreement will allow CORE Construction (the "Licensee") to use the Town's property subject to the terms and conditions of the agreement, including, but not limited to:

- Licensee shall design and construct, at its sole expense, the construction staging area according to plans approved by the Public Works Department prior to Licensee's use of the Property. The plans shall include dust control and mitigation measures.
- Licensee shall, at its sole cost and expense, install and maintain in good condition any necessary barricades or fencing around the perimeter of the construction staging area.
- Licensee agrees to maintain the construction staging area in good condition at all times keeping it free of trash and other debris.
- Upon termination of this License Agreement, Licensee shall restore the Licensed

Area to Town of Marana standards.

- If Licensee causes any damage to the Licensed Area, Licensee shall promptly make and pay for the repairs necessary to restore the Licensed Area to as close to its pre-damaged condition as reasonably possible.

Staff Recommendation:

Staff recommends approval of the license agreement with CORE Construction.

Suggested Motion:

I move to adopt Resolution No. 2021-040, approving and authorizing the Town Manager to execute a License Agreement with CORE Construction, Inc. for use of Town-owned property located adjacent to Northwest fire District Station 36, 13475 Marana Main Street, for a construction staging area.

Attachments

Resolution 2021-040

Exhibit A to Resolution- License Agreement

Exhibit A to License Agreement - Map

MARANA RESOLUTION NO. 2021-040

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A LICENSE AGREEMENT WITH CORE CONSTRUCTION, INC. FOR USE OF TOWN-OWNED PROPERTY LOCATED ADJACENT TO NORTHWEST FIRE DISTRICT STATION 36, 13475 MARANA MAIN STREET, FOR A CONSTRUCTION STAGING AREA

WHEREAS the Northwest Fire District (NWFD) will soon begin construction of its new facility located on Marana Main Street near NWFD Station 36; and

WHEREAS NWFD's contractor, CORE Construction, Inc., desires to use a portion of the Town-owned dirt lot identified as Pima County Assessor's Parcel Number (APN) 217-37-048F adjacent to NWFD Station 36 for a construction staging area; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into a license agreement with CORE Construction, Inc. for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the license agreement with CORE Construction, Inc. is hereby approved in substantially the form set forth in Exhibit A, attached to and incorporated within this resolution, and the Town Manager is authorized to sign it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

LICENSE AGREEMENT

LICENSOR: TOWN OF MARANA
11555 W. Civic Center Dr.
Marana, AZ 85653

LICENSEE: CORE CONSTRUCTION, INC.
3036 East Greenway Rd.
Phoenix, AZ 85032

LICENSED AREA: That certain real property consisting of that portion of the dirt lot identified as Pima County Assessor's Parcel Number (APN) 217-37-048F to the west of and immediately adjacent to Licensee's property, identified as APN 217-37-069B, and more particularly shown in the location map attached to and incorporated in this License as Exhibit A

In consideration of Licensee's representations and promises in this License Agreement, Licensor hereby gives Licensee permission to use the Licensed Area during the term of this License Agreement for a construction staging area, including for construction parking, a construction laydown area, and storage, subject to the following representations, terms and conditions:

1. Licensee shall design and construct, at its sole expense, the construction staging area according to plans approved by Licensor's Public Works Department prior to Licensee's use of the Property. The plans shall include dust control and mitigation measures.
2. Licensee shall, at its sole cost and expense, install and maintain in good condition any necessary barricades or fencing around the perimeter of the construction staging area.
3. Licensee agrees to maintain the construction staging area in good condition at all times keeping it free of trash and other debris.
4. This License Agreement shall be effective when it has been executed on behalf of Licensor and Licensee, and shall remain in effect unless and until it is terminated (a) by mutual written agreement of the Licensor and Licensee or (b) by and at the sole discretion of Licensor.
5. Licensor may modify or terminate this License Agreement at any time. Licensor shall give Licensee at least 60 calendar days' written notice of modification or termination, unless Licensor determines that a shorter period of notice is necessary in order to address an imminent health or safety issue.

6. Licensee shall defend, indemnify and hold harmless Licensors, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) arising out of Licensee's maintenance and use of the Licensed Area or Licensee's negligent acts or omissions in connection with this License Agreement.
7. As a condition precedent to use of the Property and to allow ongoing use of the Property, Licensee shall provide certificate(s) of insurance and endorsement(s) to Licensors evidencing the following minimum insurance coverages and limits: \$1,000,000.00 general liability per occurrence with a minimum \$2,000,000.00 general aggregate limit per occurrence. This insurance shall remain in force throughout the life of this License Agreement. Licensors shall be named as an "additional insured" under the liability insurance policy and shall be given at least 30 calendar days' written notice prior to cancellation or reduction in coverage. Licensee shall also provide certificates of insurance each time the policy is updated.
8. Upon termination of this License Agreement, Licensee shall restore the Licensed Area to Town of Marana standards. Town of Marana standards for restoration shall be reasonably determined by Licensors at the time of the notice of termination. Licensee shall pay for all restoration costs.
9. If Licensee causes any damage to the Licensed Area, Licensee shall promptly make and pay for the repairs necessary to restore the Licensed Area to as close to its pre-damaged condition as reasonably possible. At the discretion of Licensors, if repairs are not initiated and completed within a reasonable length of time, but in any event within 30 calendar days after Licensors gives written notice of damage to Licensee, Licensors may make all reasonably requested repairs and bill Licensee for all actual third party costs, plus a reasonable administrative fee not to exceed 25% of all actual third party costs. Licensee shall pay the bill within ten calendar days of receipt.
10. This Agreement shall be binding upon Licensee, its heirs, assignees and designees, and every reference to Licensee in this Agreement shall include and bind Licensee's heirs, assignees and designees.
11. Licensee shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana as they may be amended from time to time.
12. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.
13. Any notice, request, demand, consent, approval, waiver or other communication, individually and collectively referred to in this License Agreement as "notice," which may be or is required to be given by a party under this License Agreement or by law to the other party shall be in writing and shall be either personally

delivered to the party or shall be sent by: (i) registered or certified mail, postage paid by sender, return receipt requested; or (ii) overnight courier service (such as FedEx). The notice shall be deemed received upon the earlier of: (i) personal delivery; (ii) if mailed, the date of posting by the United States Post Office or overnight courier service. Notices shall be sent to the other parties at the address specified in the opening paragraph of this License Agreement. Notice of change of address shall be given promptly by written notice in any method described in the first paragraph of this Section. In the event any notice, invoice, statement, or bill is rejected, refused, returned, or otherwise not received as a result of failure of a party to give adequate notice of changed address, the notice, invoice, statement, or bill shall nevertheless be deemed received.

14. This License Agreement and Exhibit A to this License Agreement contain the entire agreement and understanding of Licensor and Licensee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this License Agreement effective as of the signature date of the last party to sign it.

LICENSEE: CORE CONSTRUCTION, INC., an Arizona corporation By: _____ Its: _____ Date: _____	LICENSOR: TOWN OF MARANA, an Arizona municipal corporation By: _____ Terry Rozema, Town Manager Date: _____ ATTEST: _____ Town Clerk APPROVED AS TO FORM: _____ Town Attorney
---	--

STATE OF Arizona)

ss.

County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, _____ of CORE CONSTRUCTION, INC., an Arizona corporation, on behalf of the corporation.

(Seal)

Notary Public

Exhibit A to License Agreement





Council-Regular Meeting

C8

Meeting Date: 04/06/2021

To: Mayor and Council

From: Spencer Hickman, Planner

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-041: Relating to Development; approving a final plat for Tangerine/I-10 Lots 1 through 10, Parcel A located west of the intersection of Tangerine Road and Interstate 10 (Justin Currie)

Discussion:

Request

Cypress Civil Development, on behalf of Cottonwood Properties, is requesting the approval of a final plat consisting of 10 lots and Parcel "A" on approximately 105.76 acres within the Tangerine Commerce Park Specific Plan.

Location

The subdivision is within the Tangerine Commerce Park Specific Plan (Ordinance 2005.27) area located west of the intersection of Tangerine Road and Interstate 10 on both the north and south side of Tangerine Road.

Zoning

The zoning for this final plat is F (Specific Plan - Tangerine Commerce Park) with a land use designation of Commerce Park. All development within the subdivision will be subject to development plan approval and compliance with the Town's commercial design standards.

Transportation

Access to the subdivision will be provided directly from Tangerine Road, Rillito Village Trail, and the future Tangelo Park Place. The developer is required to construct Tangelo Park Place adjacent to lots 3,4, and 5 in accordance with the Tangerine Commerce Park Development Agreement (Res. 2005-157).

Staff Recommendation:

Staff has reviewed the request against the requirements of the Tangerine Commerce Park 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. 2021-041, approving a final plat for Tangerine/I-10 Lots 1 through 10, Parcel A located west of the intersection of Tangerine Road and Interstate 10.

Attachments

Resolution 2021-041
Tangerine I-10 Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2021-041

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR TANGERINE/I-10 LOTS 1 THROUGH 10, PARCEL A LOCATED WEST OF THE INTERSECTION OF TANGERINE ROAD AND INTERSTATE 10.

WHEREAS, on December 20, 2005, the Mayor and Town Council adopted Ordinance No. 2005.27, approving a rezoning to create the Tangerine Commerce Park Specific Plan; and

WHEREAS, on December 20, 2005, the Mayor and Town Council adopted Resolution No. 2005-157, approving the Tangerine Commerce Park Right-of-Way Exchange and Development Agreement; and

WHEREAS, Cypress Civil Development, on behalf of Cottonwood Properties, LLC, has applied for approval of a final plat for a 10-lot commercial subdivision within the Tangerine Commerce Park Specific Plan located west of the Tangerine Road and Interstate 10 intersection; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on April 6, 2021, determined that the final plat for Tangerine/I-10 Lots 1 through 10, Parcel A should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona that the final plat for Tangerine/I-10 Lots 1 through 10, Parcel A is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

1. THE GROSS AREA OF THIS SUBDIVISION IS **105.76 ACRES** (4,606,908.95 SQUARE FEET).
2. THE EXISTING ZONING IS **SPECIFIC PLAN "F" TANGERINE COMMERCE PARK** PER MARANA ORDINANCE NO. 2005.27.
3. THE TOTAL NUMBER OF LOTS IS **10**. NO SINGLE FAMILY RESIDENTIAL LOTS PROPOSED.
4. THE MINIMUM LOT SIZE PROVIDED IS 43,192 SF.
THE AVERAGE LOT SIZE PROVIDED IS 460,691 SF.
THE MAXIMUM LOT SIZE PROVIDED IS 1,191,061 SF.
5. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS **60 FEET**, AND SUBJECT TO SECTION VI.C.2.a.
6. BUILDING SETBACKS PER THE SPECIFIC PLAN "F" TANGERINE COMMERCE PARK, FOR COMMERCE PARK LAND USE, AS MEASURED FROM MAJOR ARTERIAL ROADS:
FRONT = 30'
SIDE = 20'
REAR = 30'

OTHER SETBACKS WITHIN THE COMMERCE PARK LAND USE AREA ARE TO BE DETERMINED BASED ON APPLICABLE BUILDING CODE REQUIREMENTS.
7. MAXIMUM LOT COVERAGE PER THE SPECIFIC PLAN "F" TANGERINE COMMERCE PARK, FOR COMMERCE PARK LAND USE, IS **50%**.
8. PARKING REQUIREMENTS: PER T.O.M. DEVELOPMENT CODE, TO BE DETERMINED AT TIME OF INDIVIDUAL LOT DEVELOPMENT PLANS.
9. ALLOWED LAND USES ARE PER THE TANGERINE COMMERCE PARK SPECIFIC PLAN.
10. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE NORTH LINE OF THE N.W. 1/4 OF SECTION 1, T. 12 S., R. 11 E., G. & S. R. M., PIMA COUNTY, ARIZONA, AS RECORDED IN THAT SURVEY RECORDED IN BOOK 58, PAGE 25 OF SURVEYS, PIMA COUNTY, ARIZONA. THE BEARING OF SAID LINE IS **N 89°27'45" E**.
11. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
12. 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.
13. 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.
14. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
15. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
16. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
17. TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS **0.0 MILES**.
18. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, HARDSCAPE, 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.
19. 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. SECTION 45-576.
20. EXISTING PUBLIC RIGHT-OF-WAY WAS DEDICATED PREVIOUSLY AND IS NOT PART OF THIS SUBDIVISION.
21. THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION ("CMID/CWUA"), ITS SUCCESSORS, ASSIGNS, AND AGENTS SHALL BE HELD HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THIS PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE, BY REASON OF IRRIGATION FACILITY LEAKAGE, OVERTOPPING, OR FAILURES.
22. ALL CMID/CWUA EASEMENTS WITHIN THIS PLAT AND ADJACENT THERETO SHALL MAINTAIN SUPERIOR PRIOR RIGHTS AND COVENANTS AND MAINTAIN THOSE EXCLUSIVE RIGHTS IN PERPETUITY WITH NO ENCUMBRANCE UNLESS AUTHORIZED BY CMID/CWUA IN WRITING.
23. PARCEL A AS SHOWN HEREON PROVIDES ACCESS TO CERTAIN ADJOINING PARCELS AS SET FORTH IN THE EASEMENTS RECORDED AT SEQUENCE #20143650980 AND SEQUENCE #20210570856.

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

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

TANGERINE/I-10 LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY: BASSETT PROPERTY COMPANY, INC., AN ARIZONA CORPORATION
ITS: MANAGER

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA
LIMITED LIABILITY COMPANY

BY: _____, TRUST OFFICER DATE: _____

STATE OF ARIZONA } S.S.
COUNTY OF PIMA }

NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF ARIZONA } S.S.
COUNTY OF PIMA }

ON THIS ____ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 2102 AND NOT OTHERWISE AND ACKNOWLEDGED THAT HE/SHE AS THE TRUST OFFICER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

NOTARY PUBLIC MY COMMISSION EXPIRES

THE BENEFICIARY OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, TRUST #2102 IS:

TANGERINE/I-10 LLC, AN ARIZONA LIMITED LIABILITY COMPANY
C/O BASSETT PROPERTY COMPANY, INC., AN ARIZONA CORPORATION
3567 EAST SUNRISE DRIVE, #219
TUCSON, ARIZONA 85718

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 _____, 20__.

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, TRUST NO. 2102, AS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED, SPECIFIC TO LOTS 3, 4 AND 5, 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.

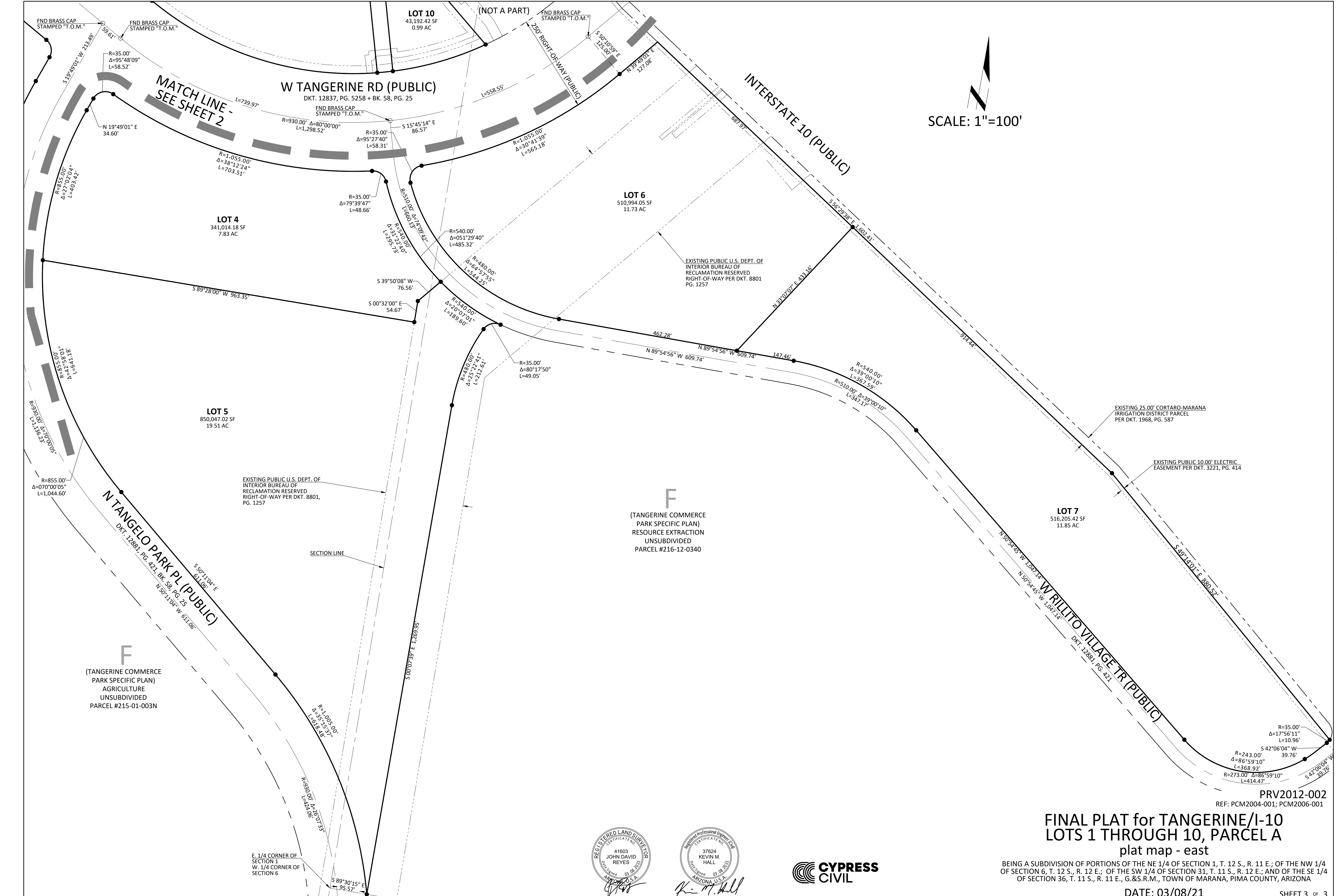
TANGERINE/I-10 LLC
3567 EAST SUNRISE DRIVE
TUCSON, ARIZONA 85718
CONTACT: BILL HALLINAN
PHONE: (520) 299-8424



SHEET 1 OF 3

Page 71 of 15





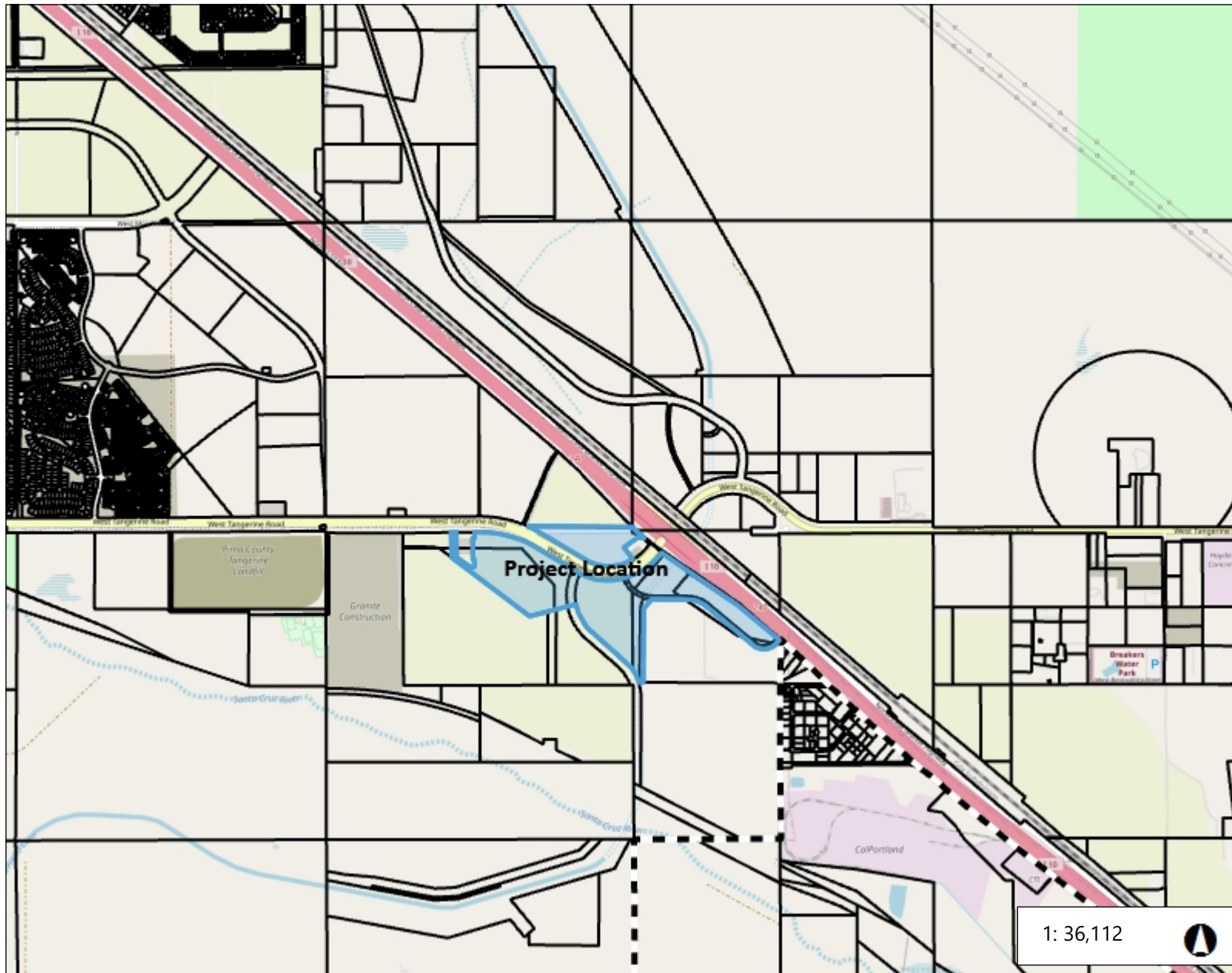
SEQUENCE NO.



PRV2012-002
REF: PCM2004-001; PCM2006-001

FINAL PLAT for TANGERINE/I-10
LOTS 1 THROUGH 10, PARCEL A
plat map - east

BEING A SUBDIVISION OF PORTIONS OF THE NE 1/4 OF SECTION 1, T. 12 S., R. 11 E.; OF THE NW 1/4 OF SECTION 6, T. 12 S., R. 12 E.; OF THE SW 1/4 OF SECTION 31, T. 11 S., R. 12 E.; AND OF THE SE 1/4 OF SECTION 36, T. 11 S., R. 11 E., G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA



Legend

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

1: 36,112



1.1 0 0.57 1.1 Miles

Notes

**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: Tangerine & I-10, Lots 1-10

Description of Project: Final Plat for reconfiguration of the project area

Number of Lots: 10

Parcel No.(s):

Gross Area (Acres): 105.76

Project Address: 9924 W Tangerine Road Marana, AZ 85653

Ref. Project No.: PCM2004-001

CONTACT INFORMATION**Owner:** Tangerine/I-10 LLC c/o Cottonwood Properti

Contact Name: Bill Hallinan

Address: 3567 E Sunrise Dr, Ste 219

City: Tucson

State: AZ

Zip: 85718

Email: bhallinan@cottonwoodproperties.com

Phone No.: (520) 499-2456

Applicant: Cypress Civil Development

Contact Name: Theresa Hadley

Address: 2030 E Speedway Blvd #110

City: Tucson

State: AZ

Zip: 85719

Email: thadley@cypresscivil.com

Phone No.: (520) 499-2456

Consultant/Engineer: Cypress Civil Development

Contact Name: Kevin M. Hall, P.E.

Address: 2030 E Speedway Blvd #110

City: Tucson

State: AZ

Zip: 85719

Email: thadley@cypresscivil.com

Phone No.: (520) 499-2456

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.)

Theresa Hadley

Theresa Hadley

Digitally signed by Theresa Hadley
DN: cn=Theresa Hadley, o=Cypress Civil Development, ou,
email=thadley@cypresscivil.com, c=US
Date: 2020.12.15 11:01:58 -0700

12/15/2020

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____



Council-Regular Meeting

C9

Meeting Date: 04/06/2021

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: April 6, 2021

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

Community: create a safe community where all people are motivated to be involved and feel connected and valued.

Subject: Resolution No. 2021-042: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute DUI Abatement Grant Program Agreement number DUIAC-E-146 between the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement and the Town of Marana for grant funding for DUI Warrant Detail (Kristin Taft)

Discussion:

The Town of Marana Police Department has been awarded a grant from the Oversight Council on Driving or Operating Under the Influence Abatement, also referred to as DUI Abatement Council for the State of Arizona. The grant will fund \$45,000 in overtime for officers to support personnel services (overtime) and employee-related expenses (fringe benefits) for those officers participating in DUI Warrant Sweep activities.

This funding will facilitate specially trained officers in locating and arresting impaired driving offenders who have failed to appear in court, or have failed to pay court mandated fines. This increased high profile activity serves as a deterrent and the increased formal enforcement action and case follow-up reduces the number of impaired drivers on Arizona roadways. The Marana Police Department is confident that by adding the element of high visibility DUI warrant sweeps, it can reduce the number of impaired driver incidents, and reduce the number of collisions, deaths, injuries, and property damage caused by impaired drivers.

Financial Impact:

Fiscal Year: 2021
Budgeted Y/N: Y
Amount: \$45,000

All of the officers' overtime will be fully reimbursed by this grant. The grant does not have a match component. Budget capacity is available in the Grants fund (Fund 2015).

Staff Recommendation:

Staff recommends approval of the grant agreement.

Suggested Motion:

I move to adopt Resolution No. 2021-042, approving and authorizing the Chief of Police and the Town Manager to execute DUI Abatement Grant Program Agreement number DUIAC-E-146 between the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement and the Town of Marana for grant funding for DUI Warrant Detail.

Attachments

Resolution 2021-042
Exhibit A-Grant Agreement

MARANA RESOLUTION NO. 2021-042

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE AND THE TOWN MANAGER TO EXECUTE DUI ABATEMENT GRANT PROGRAM GRANT AGREEMENT NUMBER DUIAC-E-146 BETWEEN THE STATE OF ARIZONA BY AND THROUGH THE OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT AND THE TOWN OF MARANA FOR GRANT FUNDING FOR DUI WARRANT DETAIL

WHEREAS the Town of Marana recognizes its duty to protect its citizens concerning matters involving driving under the influence; and

WHEREAS the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement (DUIAC) has awarded grant funding to the Town under the DUI Abatement Grant Program for expenses for officers participating in high-profile DUI warrant sweeps; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into a grant agreement with the State by and through DUIAC to be eligible to receive funds under the DUI Abatement Grant Program.

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

SECTION 1. Grant Agreement Number DUIAC-E-146 between the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement (DUIAC) and the Town of Marana, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Chief of Police and the Town Manager are hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of April 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
TERRY YOUNG
CHAIRMAN
DUI ABATEMENT COUNCIL



Interim Chief Ruben Nunez
Marana Police Department
11555 W. Civic Center Dr, Bldg. B
Marana, AZ 85653

PROJECT REFERENCE:

Contract No.: DUIAC-E-146
Contract Amount: \$45,000.00
Contract Title: DUI Warrant Sweep OT
Purpose of Project: Personnel Services and Employee Related Expenses will support DUI Warrant Sweep Enforcement Overtime throughout the Town of Marana.

Dear Interim Chief Nunez:

Enclosed is one (1) copies of the referenced DUI Abatement Council Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire agreement as there have been **significant changes** throughout the agreement;
2. Have your fiscal staff complete the Reimbursement Instructions (page 16) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Jamsheed Mehta, Town Manager, Town of Marana, as the Authorized Official of Governmental Unit;
5. Return all signed copies of the Agreement to the DUI Abatement Council, % Governor's Office of Highway Safety, 1700 W. Washington St., Executive Tower, Suite 430, Phoenix, AZ 85007.

Please **do not** incur any costs at this time as it would nullify the Agreement. Once the signed copies are received, the Chairman of the Oversight Council on Driving or Operating Under the Influence Abatement will approve the Agreement, and a signed original executed Agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

2-23-2021

Date

Enclosures



DUI ABATEMENT GRANT PROGRAM GRANT AGREEMENT



The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY

Marana Police Department

ADDRESS

11555 W. Civic Center Dr, Bldg B, Marana, AZ 85653

GOVERNMENTAL UNIT

Town of Marana

ADDRESS

11555 W. Civic Center Dr, Marana, AZ 85653

AGREEMENT NUMBER

DUIAC-E-146

PROGRAM AREA

Enforcement

AGENCY CONTACT

Kristin Taft

PROJECT TITLE

DUI Warrant Detail

BRIEFLY STATE PURPOSE OF PROJECT:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Warrant Enforcement throughout the Town of Marana.

BUDGET**COST CATEGORY****Project Period
CY 2021**

I. Personnel Services	\$32,142.00
II. Employee Related Expenses	\$12,858.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$45,000.00

PROJECT PERIOD

FROM: Effective Date (*Date of DUIAC
Chairman Signature*)

TO: 12-31-2021

CURRENT GRANT PERIOD

FROM: 03-01-2021

TO: 12-31-2021

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: \$45,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The Marana Police Department has 96 sworn officers. Various assignments include patrol, directed action response, traffic enforcement, detectives, criminal investigations, and canine. The Marana Police Department also shares resources with the Pima Regional Special Weapons and Tactics Team, Explosive Ordnance Disposal, the Counter Narcotics Alliance, Arizona Vehicle Theft Task Force, and the Federal Drug Enforcement Administration. The Department has three Drug Recognition Experts (DRE), three DRE instructors, ten qualified phlebotomist, eight Horizontal Gaze Nystagmus (HGN) instructors, and 69% of all patrol officers certified in HGN. The Department works closely with the Southern Arizona DUI Taskforce in a concentrated and coordinated effort to reduce the number of impaired drivers on the roadways through enforcement and educational efforts.

Agency Problem:

A large number of people arrested for DUI violations are not appearing in court or paying fines. The Marana Municipal Court continually has over 100 active DUI Failure to Appear/Failure to Pay arrest warrants. Suspects listed in these warrants are often repeat offenders who regularly put the public at risk by continuing to drive on public roadways while impaired, uninsured, or with suspended and/or revoked driving privileges.

Agency Attempts to Solve Problem:

Marana Police Department has completed five successful high profile, aggressive warrant sweeps with another planned before the end of the year. This resulted in Marana Police Officers making 130 contacts which resulted in 10 arrests and totaled more than 324 hours of overtime. During these sweeps a total of \$57,243 in bond money was recovered. Marana PD has remained dedicated to this program and actively worked to adjust protocols in response to the 2020 global pandemic in order to continue safely carrying out the objectives.

Agency Funding:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Warrant Enforcement throughout the Town of Marana.

How Agency Will Solve Problem With Funding:

Additional sweeps will be conducted as funding allows. Six to ten officers will be deployed as two officer units. Officers will research offenders, gather accurate residence or work addresses, and locate/arrest offenders for prosecution. In preparation, officers will search for warrants related to DUI traffic violations as well as other types of traffic related warrants (Driving on Suspended / Fictitious plates, Criminal speeding, etc). Prior to each deployment, local media outlets will be notified of the detail and will be provided the results following the detail for public dissemination.

Performance Measures:

To conduct a minimum of 7 warrant sweeps by December 31st, 2021.

To conduct additional warrant sweeps as funding allows.

To adjudicate 20% of the active DUI warrants issued by the Marana Municipal Court by December 31, 2021.

To dispose of warrants that are no longer active due to clerical error, death of the offender, or intelligence gathered that shows the offender has moved out of state.

GOALS/OBJECTIVES:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Warrant Enforcement throughout the Town of Marana.

The following goals and objectives shall be accomplished as a result of this funding:

Impaired Driving or Operating - Enforcement

Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

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 DUI / Alcohol in terms of money, criminal and human consequences.**

The Marana Police Department will maintain responsibility for **reporting sustained DUI enforcement** activity in a timely manner. Additionally, it is the responsibility of the Marana Police Department to report all task force enforcement statistics in which they participate to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

METHOD OF PROCEDURE:

The Marana Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Impaired Driver or Operator Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

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

PURSUIT POLICY:

All law enforcement agencies receiving state funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
2021-1 Quarterly Report (March 1 to May 31)	June 30, 2021
2021-2 Quarterly Report (June 1 to August 31)	September 30, 2021
2021-3 Quarterly Report (September 1 to October 31)	November 30, 2021
2021-4 Quarterly Report (November 1 to December 31)	January 31, 2022
Final Statement of Accomplishment	January 31, 2022

The Quarterly Report **shall be completed on the form available on-line and submitted electronically or by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). **Note:** All law enforcement agencies must enter enforcement activity into the on-line GOHS DUI Reporting System.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Ruben Nunez, Interim Chief, Marana Police Department, shall serve as Project Director.

Kristin Taft, Grants Manager, Marana Police Department, shall serve as Project Administrator.

Nicole Costanza, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of the Agreement end date. **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

DUI Abatement Council grant project monitoring is used by GOHS project coordinators 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 agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	Type of Monitoring
\$150,000 and under	Desk Review/Phone Conference.
\$150,000 and over	May have an In-House GOHS Review
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.

In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the Agreement period.

In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$32,142.00
II.	Employee Related Expenses	\$12,858.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS***\$45,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Marana Police Department shall absorb any and all expenditures in excess of **\$45,000.00**.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the Marana Police Department in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

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 must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative 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 Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.
- D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, 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 XIX 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 Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement 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 STATE, or unless otherwise provided elsewhere in this Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.
- D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

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.

All out-of-state travel must be approved in writing in advance by STATE.

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 Agreement.

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 Agreement is not assignable nor may any portion of the work to be performed be sub-contracted 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 Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, 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 Agreement.
- B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

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*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

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

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XVII. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVIII. 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 Agreement and proceed to close said operations under the Agreement.
- 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 Agreement 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 Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

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 Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

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)

Lobbying Restrictions**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Reuben Nunez, Interim Chief
Marana Police Department

***Signature of Authorized Official of
Governmental Unit:***

Jamsheed Mehta, Town Manager
Town of Marana

Date

Telephone

Date

Telephone



Council-Regular Meeting

C10

Meeting Date: 04/06/2021

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: April 6, 2021

Subject: Approval of Council Regular Meeting Summary Minutes of March 16, 2021
(Cherry L. Lawson)

Attachments

Council Regular Meeting Summary Minutes, 03/16/2021



MARANA TOWN COUNCIL

REGULAR COUNCIL MEETING

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

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

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

CALL TO THE PUBLIC

PROCLAMATIONS

P1 Proclamation declaring March 24, 2021 as "Education and Sharing Day, Marana" (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Comerford reported the Chamber of Commerce met for its monthly breakfast three times since returning from Covid. They took all precautionary measures to ensure compliance, but that it was great to see members returning. She thanked the Chambers for assisting businesses within the community during the pandemic.

Council Member Officer reported that he and **Mayor Honea** attended at the Marana Training Facility whereby the inmates had donated books for a shelter for women and children. He encouraged the Town to stay involved in this effort, as it is their 40th Anniversary.

Council Member Ziegler reported the Council met in a retreat meeting on March 4 and 5. She stated it was enjoyable, that Council had not met in a retreat in four years. She referenced **Town Manager Terry Rozema** comments stating he was nervous –he did a fantastic job. She thanked all of Council for the excellent meeting.

Mayor Honea thanked **Council Member Officer** for taking him to the MTC Facility Minimum Security Prison. They were able to speak with Warden Jeremy Casey after making a donation on behalf of the Town. The staff at MTC are very eager to get the inmates out and assisting on the streets with the Town. He agrees with **Council Member Ziegler** regarding the retreat meeting stating it has been the best retreat since Council has had in the past.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Deputy Town Manager Erik Montague reported on the following on behalf of **Town Manager Terry Rozema**. He noted the following:

- Executive Report was provided to Council and it is available to the public on the town's website.
- One hundred single-family housing permits issued for the month of February 2021
- Last year for the same month, the town issued 80 single-family housing permits
- As of this day, the town issued 37 single-family housing permits. Last March, the town issued 38 single-family housing permits.
- Town Manager's Office extends its appreciation to Council related to the discussion and direction received from Council. According to **Town Manager Mr. Rozema** looking to achieve certain things, we believe a number of those items have already been achieved. That direction facilitated a number of projects that the Council will begin to see over the next few weeks and months.

- Thanked staff for its involvement in preparing, attending and presenting during the retreat meeting that made it a success.
- Invitations were emailed to Council for the Grand Opening of the Water Treatment Campuses. They are in the final stage of construction and completing various testing, as it is required in order to deliver water, and place it into the system.
 - As of Friday, March 12, the water campus near Saguaro Bloom is delivering treated water into the system intermittently while the testing continues. It is hopeful that by the end of next week, the Saguaro Bloom / Airline / Lambert should be operating at 100%.
 - The ribbon cutting with the limitations under Covid will be a hybrid approach. The Town has limited in person attendance to by invitation only. However, other individuals will be able to participate remotely via Zoom.
- The Adonis Road Project paving was recently completed, and it is possible that the roadway will be open in April to traffic.
 - Staff is working on the ribbon cutting for this project.
- Covid vaccinations, numbers continue to trend in a positive direction. Over 51% of the Town's staff has received at least one shot. Pima County has begun to open up an additional phase lowering the age threshold for individuals that qualify. The Town is hopeful that employees within our organization who are interested, and who are able, will get the vaccination.
- With Covid numbers trending in a positive direction, Town staff is beginning to prepare for the next phase of reopening in 2B.

Mayor Honea stated the Town would receive \$11.6M out of the \$1.9T federal bill. We will take those dollars and use them towards the benefit of the Marana community.

Council Member Ziegler stated she forgot to thank **Assistant to the Town Manager Heath Vescovi-Chiordi**, as well as **Diane Mangialardi and Linda Dralle** for putting the retreat meeting together. She thanked all staff who attended the retreat meeting.

PRESENTATIONS

CONSENT AGENDA

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)

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

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)

Associate Town Attorney David Udall provided an overview of the item making appointments to the Town of Marana Utilities Board and appointing the chair of the Utilities Board from among its membership. He explained 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, and two (2) 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 for 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.

As outlined in the Town Code, Council may do one or more of the following at this evening 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 this evening 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.

Mr. Udall further explained that an executive session has been scheduled for this evening and the Town has reached out to the applicants to obtain their preference for being interviewed in an open session or an executive session. The response to the inquiry is as follows:

1. **Jeff Biggs** informed staff that he is not opposed to the Council discussing his application during an executive session.
2. **Mark Johnson** informed staff that he would like to have his application discussed during the open meeting.
3. **Alejandro Sepulveda** informed staff that he does not need his application discussed in the open meeting, that the executive session would be fine.
4. **Ronson Chee** informed staff that he has no preference as to whether his application is discussed in the open meeting or an executive session.

Finally, the Town Code does provide that the Council shall choose the chair of the Utilities Board from among its seven members.

Mayor Honea asked who the current chair of the Utilities Board is. **Mr. Udall** replied stating it is the Water Director. Interim Water Director Stephen Dean currently holds it.

Council Member Ziegler thanked those members who had served on the Utilities Board in the past.

Council Member Ziegler moved and Vice Mayor Post second the motion to adopt Resolution No. 2021-031, appointing Jeff Biggs, Mark Johnson and Ronson Chee to the Town of Marana Utilities Board. Motion passes unanimously 7-0.

Mr. Udall asked that Council make a selection as to the Chair of the Utilities Board to ensure we have it on record.

Council Member Ziegler amended her motion and Vice Mayor Post second the amended motion to include appointing Stephen Dean, Interim Water Director as the chair of the Utilities Board. Motion passes unanimously 7-0.

Mayor Honea asked the appointed members if they wanted to come forward and make a comment. Each of the newly appointed members came forward and provided an overview of their background, and thanked Council for the appointment.

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)

Town Attorney Jane Fairall provided an overview of the item to request 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. She stated the partners dedicated several strips of property in the Adonis Road Project. Due to the negotiations with Mandarin, the Town no longer need to have that particular strip of right-of-way with the redesign. Tangerine Investment Partners contacted **Town Engineer Keith Brann** asking whether the Town would quit claim that piece of land back to them. She stated **Mr. Brann** has confirmed that the Town does not need it, and the Town did not pay for it. Tangerine Investment Partners did not charge the Town for the property.

The resolution will provide for **Town Engineer Keith Brann** to sign the quitclaim deed, quit claiming the strip of property back to Tangerine Investment Partners.

Vice Mayor Post, moved and Council Member Officer second the motion to adopt Resolution No. 2021-032. Motion passes unanimously, 7-0.

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)

Mr. Udall provided an overview of the item requesting approval and authorization to enter into an agreement for Construction of Water Facilities under Private Contract for Silverbell Gateway Apartments. He stated the agenda item presents a water infrastructure construction agreement for the Silverbell Gateway Apartments pursuant to Marana Town Code Section 14-4-2. That, 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 off-site water infrastructure in coordination with the City of Tucson. This off-site 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 allocation of CAP water, a portion of which can be delivered to Tucson Water underground storage facilities in Avra Valley, subsequently recovered, and conveyed through Tucson's potable water distribution system.

He further explain, 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 to 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 19 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 19 adoption of the wheeling approach.

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

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)

Finance Director Yiannis Kalaitzidis provided a PowerPoint Presentation on the proposed changes to the Town of Marana Comprehensive Fee Schedule and other various rate and fee adjustments. *(A copy of the presentation and video is available on the Town's website at www.maranaaz.gov for viewing. A copy of the presentation is also available in the Town Clerk's Office.)*

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)

Mr. Montague this reoccurring item on the council agenda provides Council an opportunity to discuss or provide feedback with respect to the compilation of town's annual budget.

Mayor Honea stated the Town would be receiving an additional \$11.6M in the federal handout. The Town will need to consider where it wish to use those dollars such as to pay for a couple of major projects that were discussed at the retreat. He encouraged Council to give it some consideration as to where those dollars can be best used. He spoke with **Town Manager Terry Rozema** about those dollars and said the Town could split those dollars by paying off one large project or whichever project the Council decides. He continued stating there are some stipulations with these funds; however, water and wastewater related projects would be covered. It would pay for the NRRDS Project as well.

Council Member Ziegler asked what other projects would be covered with these dollars, other than water and wastewater. **Mayor Honea** replied stating it does not have many restrictions on those funds—not like before with the earlier allocation. He stated **Governor Ducey** provided for cities and towns to be able to use those funds without having many restrictions. That in his conversation with **Mr. Rozema** he indicated those funds can be used towards water wastewater infrastructure is one of the types of projects those funds can be used. There could be many other projects where those funds can be used.

Council Member Ziegler stated she would like to see the entire list of projects. She is not opposed to water related projects, but is interested in seeing the other types of projects.

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)

Mr. Montague provided an update of those items that are currently be heard during this legislative session.

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.

[6:50 PM Minutes:] Mayor Honea asked for a motion to go into executive session for the reasons stated in Items E2 and E3.

Vice Mayor Post, moved and Council Member Ziegler second the motion to enter into executive session. Motion passes unanimously, 7-0.

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.

[7:20 PM Minutes:] Mayor Honea resumed the meeting, and asked for a motion to the item discussed in executive session.

Mayor Honea moved and Vice Mayor Post second the motion authorizing the Town Attorney to proceed with the lexicon waiver as discussed in executive session for the pfab litigation. Motion passes unanimously, 7-0.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Council Member Ziegler moved and Council Member Kai second the motion to adjourn the meeting. Meeting adjourned at 7:22 PM. Motion passes unanimously, 7-0.

CERTIFICATION

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

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

A1

Meeting Date: 04/06/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No.2021.004: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), Chapter 17-2 (Administrative bodies and officers) by deleting existing Section 17-2-3 (Planning director) and replacing it with new Section 17-2-3 (Planning department and Planning manager); deleting Section 17-2-4 (Cultural Resources Preservation Board); providing that the Planning manager shall be primarily responsible for the administration of Title 17 instead of the Planning director and making corresponding changes throughout Title 17; and declaring an emergency (Jane Fairall)

Discussion:

In 2015, Town staff began the migration of the Land Development Code (LDC) to the Marana Town Code. The process has continued as chapters have been updated and are ready for adoption. Staff has been working over the past couple of years to clean-up and update the remaining portions of the existing Land Development Code in preparation for final migration of the LDC to Title 17 (Land Development) of the Town Code, and to revise the already-migrated chapters if and as needed. Staff anticipates bringing forward the final chapters and any additional revisions to Planning Commission in May and to Council in June for adoption.

Chapter 17-2 - Administrative bodies and officers, was migrated to the Town Code in December 2015. This chapter establishes the Planning Commission and the Board of Adjustment. It also designates the Planning Director as the statutorily-required zoning administrator for the Town and establishes the Cultural Resources Preservation Board.

The proposed revisions to the LDC accomplish two main objectives: 1) designate the

Planning Manager as the zoning administrator for the Town, primarily responsible for the administration of the LDC, instead of the Planning Director, and 2) eliminate the Cultural Resources Preservation Board.

As currently organized, the Development Services Director is designated as the "planning director" and therefore serves as the zoning administrator. However, the day-to-day work of administering the LDC and working with planners and developers on development projects, generally falls to the Principal Planner. If the proposed Code changes are approved, the Town Manager will reclassify the Principal Planner position to Planning Manager. The Planning Manager will take over zoning administrator responsibilities, while the Development Services Director concentrates his efforts on broader development issues within the Town. It is for this reason that staff is bringing chapter 17-2 forward for amendments prior to the rest of the LDC.

The Cultural Resources Preservation Board was created in 2003, at the same time that the Town adopted LDC Title 20, which created the cultural resources preservation ordinance. Title 20 of the LDC remains in place and will be migrated to the Town Code as outlined above. Pursuant to the Code, all proposed development projects within the Town are reviewed for their potential impact on archaeological resources and all impacts addressed prior to the issuance of any permits. All documents and activities relevant to the management, preservation, and recovery of archaeological and historic resources are prepared or undertaken by a qualified archaeologist permitted by the Arizona state museum (ASM) working under the appropriate ASM survey and recovery permits. However, the Cultural Resources Preservation Board itself has been inactive and has not met for more than 10 years. At this time, staff is recommending that the Board be eliminated and that Town staff continue working with current best practices and state laws regarding protection of cultural resources.

Staff Recommendation:

Staff recommends approval of the amendments to Chapter 17-2 of the Town Code.

Suggested Motion:

I move to adopt Ordinance No. 2021.004, revising Marana Town Code Title 17 (Land Development), chapter 17-2 (Administrative bodies and officers) and declaring an emergency.

Attachments

Ordinance 2021.004

MARANA ORDINANCE NO. 2021.004

RELATING TO LAND DEVELOPMENT; REVISING MARANA TOWN CODE TITLE 17 (LAND DEVELOPMENT), CHAPTER 17-2 (ADMINISTRATIVE BODIES AND OFFICERS) BY DELETING EXISTING SECTION 17-2-3 (PLANNING DIRECTOR) AND REPLACING IT WITH NEW SECTION 17-2-3 (PLANNING DEPARTMENT AND PLANNING MANAGER); DELETING SECTION 17-2-4 (CULTURAL RESOURCES PRESERVATION BOARD); PROVIDING THAT THE PLANNING MANAGER SHALL BE PRIMARILY RESPONSIBLE FOR THE ADMINISTRATION OF TITLE 17 INSTEAD OF THE PLANNING DIRECTOR AND MAKING CORRESPONDING CHANGES THROUGHOUT TITLE 17; AND DECLARING AN EMERGENCY

WHEREAS the revisions adopted by this ordinance were the subject of a March 31, 2021 Marana Planning Commission public hearing and received a recommendation of approval by a vote of ___ in favor and ___ opposed; and

WHEREAS the Mayor and Council of the Town of Marana find that the revisions adopted by this ordinance are in the best interest of the Town of Marana and the general public.

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

SECTION 1. Marana Town Code Title 17 (Land Development), chapter 17-2 (Administrative bodies and officers) is hereby amended by deleting existing section 17-2-3 (Planning director) and replacing it with new section 17-2-3 (Planning department and planning manager) as follows:

17-2-3 Planning department and planning manager

- A. Pursuant to A.R.S. §9-461.03, the planning department of the town of Marana is hereby established, and here and after referred to as the development services department. The development services department shall perform the planning functions for the town and shall provide technical support and guidance for action on all plan and ordinance amendments and on applications for development approval and shall perform such other functions as may be requested by the town council or the planning commission as authorized by this code.
- B. Pursuant to A.R.S. §9-462.05(C), the position of planning manager is hereby established. The planning manager is the person designated by the town

manager as being primarily responsible for the administration of this title, regardless of that person's job title. The planning manager is the "zoning administrator" for purposes of title 9, article 6.1, A.R.S. (A.R.S. § 9-462 *et seq.*)

SECTION 2. Marana Town Code Title 17 (Land Development), chapter 17-2 (Administrative bodies and officers) is hereby amended by deleting existing section 17-2-4 (Cultural resources preservation board).

SECTION 3. Marana Town Code Title 17 (Land Development) is hereby amended by replacing the term "planning director," in all instances, with the term "planning manager" in Town Code sections: 17-1-4(A)(119), 17-2-2(D)(2), 17-2-4(G), 17-3-1(A), (B), and (B)(5), 17-3-2(B), (B)(4), (G)(1), (I), (J), and (K), 17-3-3(B)(2), (B)(4), (C)(1), (D), and (D)(3)(i), 17-3-7(A) and (C), 17-4-19(D)(1), (D)(2), (D)(3), (D)(4), (D)(5), and (E)(3), 17-4-20(B), (B)(1), (C)(1)(a), and (C)(2), 17-4-22(C), 17-5-2(A)(3)(b), (C)(4)(c)(i), (D)(1)(b), (D)(2)(b), (D)(2)(h)(iii)(c), (D)(3)(d), (D)(3)(e), and (D)(3)(g)(i), 17-5-3(B)(9)(e)(i) and (C)(6), 17-5-5(C)(12), 17-5-6(A)(2)(c), (D)(2)(a), (D)(2)(b), (E)(2)(d)(xv)(b), (E)(3)(b), (E)(3)(b)(i)(a), (E)(3)(b)(ii), (E)(3)(b)(iii)(a), (E)(3)(b)(iii)(b), (H)(1), and (H)(3), 17-6-6(A), 17-6-10(E), 17-6-13(C)(2), (C)(3), and (C)(4), 17-6-14(H)(3), 17-9-2(A)(2)(b)(i) and (A)(2)(c)(i), 17-10-3(A)(17)(a)(vi), 17-10-4(H), 17-10-7(D), 17-10-10(A)(3), 17-10-14(A) and (B), 17-10-37(A) and (F)(6), 17-18-2(C), 17-18-4(A) and (C), 17-18-5(B)(10), (C), (E), (E)(2), and (E)(3), 17-18-8(B), 17-18-9(B),(C), (C)(1), and (C)(2), 17-18-10(D), (L), and (L)(2), 17-18-11(C) and (D), 17-18-12(C), 17-18-13(B), 17-18-14(A), (A)(1), (A)(2), (B), and (C), 17-18-17(A), (B), (B)(5), and (C),

SECTION 4. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 5. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 7. Since it is necessary for the preservation of the peace, health and safety of the Town of Marana that this ordinance become immediately effective, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA,
Arizona, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

A2

Meeting Date: 04/06/2021

To: Mayor and Council

Submitted For: Amanda Jones, Water Business Coordinator

From: Amanda Jones, Water Business Coordinator

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution 2021-043: Relating to Budget; authorizing the transfer of up to \$75,000 in budgeted expense authority from the General Fund contingency line item to the Water Department budget in the FY21 budget for costs related to customer assistance programs (Amanda Jones)

Discussion:

On March 17, 2020, in an effort to help mitigate the spread of COVID-19, the Town Council approved Ordinance No. 2020.006, temporarily suspending the enforcement of Marana Town Code (MTC) section 14-5-4(A) as it relates to turning off a customer's water supply for non-payment of a water bill, through April 30, 2020. On April 21, 2020, the Council approved Ordinance 2020.007 which extended the suspension of water disconnections for non-payment until such time that the Mayor's March 17, 2020 Proclamation of Local and Emergency is withdrawn. Customers not able to pay during this time were to remain financially responsible for all usage charges.

On December 15, 2020, Town Council approved Ordinance No. 2020.022, reinstating Marana Town Code section 14-5-4 (A) and the Water Department resumed normal business practices as of February 1, 2021. Over the last several months, staff have developed two new assistance programs to provide relief for customers in an attempt to get their balances paid down. Prior to the December 15th Town Council meeting, staff had begun notification to delinquent customers and promotion of the new programs via postcards, direct mailers, and social media postings in both English and Spanish. Since January 2021, there have been 120 customers who have completed a payment plan program application. Of those, 32 customers have been eligible for one of the two assistance programs.

In order to qualify for forgiveness, the customer must:

1. Be an active Marana Water residential customer
2. Complete an online payment plan application
3. Self-certify they had a genuine COVID-19 related hardship
 - Examples could include
 - Loss of wages
 - Loss of job
 - Loss of business
 - Other COVID-19 related impacts
4. Provide documentation showing income for the last 30 days
 - Examples to show income could include
 - Paycheck stubs
 - Unemployment benefit stubs

If the customer experienced a genuine COVID-19 related hardship (meeting criteria 1-3 above), the program provides forgiveness of 50% of the 60+ day balance on the customer's account. If they experienced a genuine COVID-19 related hardship and met income thresholds (meeting criteria 1-4 above), the program provides forgiveness of 50% of the entire balance. Once these determinations were made, the customer would then enter into the payment plan for the remaining balance.

The proposed resolution will transfer budget capacity from the General Fund contingency fund to the Water Department to support these programs. By approving a transfer of up to \$75,000, the Town will ensure that any customer who can meet the above eligibility requirements will receive the balance forgiveness based on eligible delinquent customer balances as of the February 2021 billing.

Financial Impact:

Fiscal Year: 2020-2021

Budgeted N

Y/N:

Amount: \$75,000

Funds not to exceed an amount of \$75,000, would be transferred from the General Fund Contingency amount to the Water utilities fund as necessary.

Staff Recommendation:

Staff recommends approval of Resolution 2021-043 approving the transfer of budget capacity from the General Fund Contingency to the Water Department to support the Customer Assistance Program providing relief to customers who have seen genuine hardship related to the COVID-19 pandemic of an amount not to exceed \$75,000.

Suggested Motion:

I move to adopt Resolution 2021-043, authorizing the transfer of up to \$75,000 in budgeted expense authority from the General Fund contingency line item to the Water Department budget in the FY21 budget for costs related to customer assistance programs.

Attachments

Resolution 2021-043

MARANA RESOLUTION NO. 2021-043

RELATING TO BUDGET; AUTHORIZING THE TRANSFER OF UP TO \$75,000 IN BUDGETED EXPENSE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM TO THE WATER DEPARTMENT BUDGET IN THE FY21 BUDGET FOR COSTS RELATED TO CUSTOMER ASSISTANCE PROGRAMS

WHEREAS, on March 17, 2020, Mayor Ed Honea issued a Proclamation of Local Emergency in response to the actions taken by federal, state, and local jurisdictions in addressing conditions related to the COVID-19 pandemic outbreak; and

WHEREAS, on March 17, 2020, the Town Council adopted Ordinance No. 2020.006, temporarily suspending Marana Town Code Section 14-5-4 (Nonpayment of delinquent bill; filing of lien; interest) as it relates to disconnecting utility service for non-payment through April 30, 2020, as a precautionary measure to help mitigate the spread of COVID-19; and

WHEREAS, on April 21, 2020, the Town Council adopted Ordinance No. 2020.007, extending the expiration date of Ordinance No. 2020.006 until the time upon which Mayor Ed Honea issues a proclamation declaring the end of the local emergency resulting from COVID-19; and

WHEREAS notwithstanding the temporary suspension of disconnections, utility customers remained responsible for paying all utility rates, charges, and fees upon billing for continued utility usage; and

WHEREAS, on July 21, 2020, the Town Council adopted the fiscal year 2020-2021 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS, on December 15, 2020, the Town Council adopted Ordinance No. 2020.022, rescinding Ordinance No. 2020.006, as extended by Ordinance No. 2020.007, and authorizing Town staff to implement payment plan options and other customer assistance programs for the collection of delinquent payments; and

WHEREAS the Town Council desires to transfer budgeted expenditure authority in the fiscal year 2020-2021 budget of up to \$75,000 from the General Fund contingency line item to the Water Department budget for costs related to the customer assistance programs; and

WHEREAS transferring budgeted expenditure authority from the contingency fund of up to \$75,000 within fiscal year 2020-2021 will not significantly impact the General Fund; and

WHEREAS reallocations of budgeted expenditure authority between the contingency line item in the General Fund to other line items are necessary from time to time; and

WHEREAS the Council finds that the reallocations addressed by this resolution are in the best interest of the Town of Marana and its citizens.

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

SECTION 1. The transfer of up to \$75,000.00 in budgeted expenditure authority in the fiscal year 2020-2021 budget from the General Fund contingency line item to the Water Department budget for costs related to the customer assistance programs is hereby approved.

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 this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry Lawson, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

A3

Meeting Date: 04/06/2021

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: April 6, 2021

Strategic Plan Focus Area:
Community

Subject: Ordinance No. 2021.005: Relating to Animal Control; amending Marana Town Code Title 6 (Animal Control); revising section 6-1-1 (Definitions) to amend several definitions and to add new definitions; revising section 6-4-1 (Dogs at large prohibited; exceptions; classification) to add a new classification of offense; revising section 6-5-1 (Animal waste removal; exceptions; classification) to add a time period for offense and disposal provision; revising section 6-6-2 (Neglect prohibited; classification; penalty) to add offense related to tie outs; revising Chapter 6-7 to rename it as "Vicious, aggressive, or destructive animals and biting animals" and to add a civil procedure for declaration of animal as vicious, aggressive or destructive, clarifying prohibited acts, relocating provisions related to vicious, aggressive or destructive animals from Chapter 6-8, and adding a penalty for failure to report animal's status; revising Chapter 6-8 (Removal, impoundment, forfeiture and disposition of animals) to add provisions regarding impoundment of vicious, aggressive, or destructive animals; modifying various other provisions and designating an effective date (Libby Shelton)

Resolution No. 2021-044: Relating to Animal Control; declaring as a public record filed with the Town Clerk the amendments to Marana Town Code Title 6 (Animal Control); revising section 6-1-1 (Definitions) to amend several definitions and to add new definitions; revising section 6-4-1 (Dogs at large prohibited; exceptions; classification) to add a new classification of offense; revising section 6-5-1 (Animal waste removal; exceptions; classification) to add a time period for offense and disposal

provision; revising section 6-6-2 (Neglect prohibited; classification; penalty) to add offense related to tie outs; revising Chapter 6-7 to rename it as "Vicious, aggressive, or destructive animals and biting animals" and to add a civil procedure for declaration of animal as vicious, aggressive or destructive, clarifying prohibited acts, relocating provisions related to vicious, aggressive or destructive animals from Chapter 6-8, and adding a penalty for failure to report animal's status; revising Chapter 6-8 (Removal, impoundment, forfeiture and disposition of animals) to add provisions regarding impoundment of vicious, aggressive, or destructive animals; modifying various other provisions and designating an effective date (Libby Shelton)

Discussion:

The revisions to Title 6 that are being proposed are intended to both clarify certain terms, reorganize Title 6, and address the offenses related to an animal who bites to ensure the safety of the public and not overly penalize an owner of an animal that unexpectedly bites an animal or human being. Highlights of the proposed amendments include the following:

- Revising section 6-1-1 (Definitions) to add an "aggressive animal" definition to address animals who have bitten a person or domestic animal without provocation, but are not a "vicious animal" with a propensity to attack as defined in section 6-1-1. Additionally, definitions for "muzzle" and "wild animal" are added and the definitions for destructive animal, domestic animal, tie out and vicious animal are clarified.
- Revising section 6-4-1 (Dogs at large prohibited; exceptions; classification) to clarify what constitutes an offense to this section and adding a penalty of a class 1 misdemeanor when an animal previously declared vicious, aggressive, or destructive is at large.
- Revising section 6-5-1 (Animal waste removal; exceptions; classification) to add that waste cannot be left out for more than 72 hours and that pending disposal waste shall be in a closed or sealed container.
- Revising section 6-6-2 (Neglect prohibited; classifications; penalty) requiring a tie out to be located so that it will not be entangled and allow access to water, food and shelter and not used in conjunction with a choke collar.
- Chapter 6-7 is renamed "Vicious, aggressive, or destructive animals and biting animals" to reflect the consolidation of the declaration of status of an animal, the mandatory quarantine provisions related to biting animals, and the offenses related to biting animals and vicious, aggressive, or destructive animals in the same chapter. Sections 6-7-2 through 6-7-5 outline the new civil procedure related to declaring an animal vicious, aggressive or destructive. Section 6-7-6 (Prohibited acts; classifications; defenses; findings and orders) limits the criminal misdemeanor offense of biting animal to: 1) vicious, aggressive, or destructive animals that bite; 2) animals that are both at large and unvaccinated at the time of the bite; 3) vicious, aggressive or destructive animals that destroy property; and 4) animals that bite causing serious physical injury to a human being.
- Chapter 6-8 is reorganized to reflect impoundment for either cruelty or neglect and impoundment for being a vicious, aggressive or destructive animal and outlines the

civil procedure to address impoundment.

Staff Recommendation:

Staff recommends approval of revisions to Title 6 of the Marana Town Code related to animal control.

Suggested Motion:

I move to adopt Ordinance No. 2021.005, amending Marana Town Code Title 6 (Animal Control) and Resolution No. 2021-044 declaring the amendments a public record.

Attachments

Ordinance 2021.005

Resolution 2021-044

Exhibit A

MARANA ORDINANCE NO. 2021.005

RELATING TO ANIMAL CONTROL; AMENDING MARANA TOWN CODE TITLE 6 (ANIMAL CONTROL); REVISING SECTION 6-1-1 (DEFINITIONS) TO AMEND SEVERAL DEFINITIONS AND TO ADD NEW DEFINITIONS; REVISING SECTION 6-4-1 (DOGS AT LARGE PROHIBITED; EXCEPTIONS; CLASSIFICATION) TO ADD A NEW CLASSIFICATION OF OFFENSE; REVISING SECTION 6-5-1 (ANIMAL WASTE REMOVAL; EXCEPTIONS; CLASSIFICATION) TO ADD A TIME PERIOD FOR OFFENSE AND DISPOSAL PROVISION; REVISING SECTION 6-6-2 (NEGLECT PROHIBITED; CLASSIFICATION; PENALTY) TO ADD OFFENSE RELATED TO TIE OUTS; REVISING CHAPTER 6-7 TO RENAME IT AS "VICIOUS, AGGRESSIVE, OR DESTRUCTIVE ANIMALS AND BITING ANIMALS" AND TO ADD A CIVIL PROCEDURE FOR DECLARATION OF ANIMAL AS VICIOUS, AGGRESSIVE OR DESTRUCTIVE, CLARIFYING PROHIBITED ACTS, RELOCATING PROVISIONS RELATED TO VICIOUS, AGGRESSIVE OR DESTRUCTIVE ANIMALS FROM CHAPTER 6-8, AND ADDING A PENALTY FOR FAILURE TO REPORT ANIMAL'S STATUS; REVISING CHAPTER 6-8 (REMOVAL, IMPOUNDMENT, FORFEITURE AND DISPOSITION OF ANIMALS) TO ADD PROVISIONS REGARDING IMPOUNDMENT OF VICIOUS, AGGRESSIVE, OR DESTRUCTIVE ANIMALS; MODIFYING VARIOUS OTHER PROVISIONS; AND DESIGNATING AN EFFECTIVE DATE

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

Section 1. The amendments to the Marana Town Code Title 6 (Animal Control), one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by and attached as Exhibit A to Resolution No. 2021-044 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

Section 2. The following penalty clauses are included in the amendments to Marana Town Code Title 6 (Animal Control):

6-4-1 Dogs at large prohibited; exceptions; classification

[Paragraphs A through C do not have any penalty clauses]

D. Except as otherwise provided in this section, violation of this section is a civil infraction.

- E. Violation of this section is a class 2 misdemeanor if the owner of the animal has been found responsible or guilty of a violation of this section within the 12-month period prior to the date of offense.
- F. Violation of this section is a class 1 misdemeanor if the owner of the animal has knowledge that the animal has been declared vicious, aggressive or destructive after an opportunity for a hearing before the town magistrate or that has been so declared by another jurisdiction after the owner has been provided notice and an opportunity to be heard.

6-5-1 Animal waste removal; exceptions; classification

[Paragraphs A through C do not have any penalty clauses]

- D. Violation of this section is a civil infraction.

6-6-2 Neglect prohibited; classification; penalty

[Paragraphs A and B do not have any penalty clauses]

- C. Violation of this section is a class 1 misdemeanor.
- D. Upon conviction of violation of this section, in addition to any other penalty imposed by the magistrate, the magistrate may order that the owner of the animal shall not be permitted to own or control any animal for a period of up to three years and that the animal(s) which is the subject of this action be forfeited to the town enforcement agent.

6-7-1 Keeping vicious, aggressive, or destructive animals prohibited; exceptions; classification

[Paragraphs A through C do not have any penalty clauses]

- D. Violation of this section is a class 1 misdemeanor.

6-7-5 Hearing regarding declaration; findings after court hearing; rules of hearing; costs

[Paragraph A does not contain a penalty clause]

- B. If the town magistrate finds from clear and convincing evidence that the animal is vicious or aggressive or destructive, then the town magistrate shall enter orders taking into account the recommendations of the town enforcement agent and the animal's owner.
- C. Upon a finding that an animal shall be declared vicious, aggressive or destructive, the magistrate may enter such orders as the magistrate deems necessary to protect the public, including one or more of the following:
 - 1. That the animal be kept in an enclosure that is secure enough that the animal cannot bite, harm or injure anyone outside the enclosure, and cannot escape, as follows:
 - a. The court shall determine the appropriate fencing requirements for the size and nature of the animal. The court may require a fence, including gates to be six feet in height; a fence five to six feet in height to incline to the inside of the confinement area at a

45 degree angle from the vertical; or that the confinement area be wholly covered by a material strong enough to keep the animal from escaping.

- b. The court may require the bottom of the confinement area to be of concrete, cement or asphalt, or of blocks or bricks set in concrete or cement; or if the bottom is not provided, then a footing of such material shall be placed along the whole perimeter of the confinement area to a depth of one foot below ground level, or deeper if required by the court.
 - c. The court may require the gates to the confinement area to be locked at all times with a padlock except while entering or exiting.
- 2. That the animal be muzzled and restrained whenever the animal is outside its enclosure with a leash, chain, rope or similar device not more than six feet in length sufficient to restrain the animal, and under the control of a person capable of preventing the animal from engaging in any prohibited behavior.
 - 3. That the owner of the vicious, aggressive or destructive animal display on every gate or entry way to the enclosure where the animal is kept a sign that reasonably cautions the public that the animal is vicious, aggressive, or destructive.
 - 4. That the owner maintain liability insurance in a single incident amount as determined by the court for bodily injury or death of any person or for damage to property caused by the vicious, aggressive, or destructive animal.
 - 5. That the animal's owner microchip the animal with an identification number. The town enforcement agent shall maintain a registry of the numbers and the owners of the animals.
 - 6. That the animal be spayed or neutered at the owner's expense.
 - 7. That the animal be defanged or declawed.
 - 8. That the animal be banished from the town limits, after first being spayed or neutered, and microchipped by a licensed veterinarian at the owner's expense.
 - 9. That the animal be forfeited to the town enforcement agent for transfer to a legally incorporated humane society or other nonprofit corporate animal-welfare organization devoted to the welfare, protection and humane treatment of animals, as described in section 6-8-13.
 - 10. That the animal be humanely destroyed.

[Paragraphs D and E do not contain penalty clauses]

6-7-6 Prohibited acts; classification; defenses; findings and orders

- A. The owner of any animal that is a vicious animal, aggressive animal, or destructive animal that bites, attempts to bite, endangers or otherwise injures or causes injury to human beings or other animals is guilty of a class 1 misdemeanor.
- B. The owner of any animal that is at large and unvaccinated that bites, attempts to bite, endangers or otherwise injures or causes injury to human beings or other animals is guilty of a class 1 misdemeanor.
- C. The owner of any animal that is a vicious animal, aggressive animal, or destructive animal that destroys, damages, or causes damage to the property of another person is guilty of a class 1 misdemeanor.
- D. The owner of any animal that bites causing serious physical injury as defined in A.R.S. §13-105(39) to a human being is guilty of a class 1 misdemeanor.

[Paragraph E does not have any penalty clauses]

- F. Upon conviction of a violation of this section, in addition to any other penalty or order imposed by the magistrate, the magistrate may find that the animal is vicious, aggressive, or destructive, and may enter such orders as the magistrate deems necessary to protect the public, as set forth in section 6-7-5(C).

6-7-7 Restitution

In addition to any other penalty, if a victim suffers economic loss as a result of a violation of section 6-7-6, the court shall order the owner to pay restitution to the victim, in the full amount of the victim's economic loss, as determined by the court. This remedy shall not abridge any civil cause of action by the victim.

6-7-9 Vicious, aggressive, or destructive animals; required acts and unlawful activities; classification

[Paragraphs A through E do not have penalty clauses]

- F. Violation of this section is a class 1 misdemeanor.

6-7-10 Quarantine of biting animals; reporting; handling and destruction; exception; classification

[Paragraphs A through J do not have penalty clauses]

- K. Failure to comply with this section is a class 1 misdemeanor.

6-7-11 Duty to report animal's status; effect

[Paragraphs A and B do not have any penalty clauses]

- C. Failure to comply with this section is a class 1 misdemeanor

6-8-10 Duty to produce; exemption; classification

[Paragraphs A and B do not have any penalty clauses]

C. Violation of this section is a class 1 misdemeanor

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

Section 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

Section 6. This ordinance shall become effective on the thirty-first day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry Lawson, Town Clerk

Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2021-044

RELATING TO ANIMAL CONTROL; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS TO MARANA TOWN CODE TITLE 6 (ANIMAL CONTROL); REVISING SECTION 6-1-1 (DEFINITIONS) TO AMEND SEVERAL DEFINITIONS AND TO ADD NEW DEFINITIONS; REVISING SECTION 6-4-1 (DOGS AT LARGE PROHIBITED; EXCEPTIONS; CLASSIFICATION) TO ADD A NEW CLASSIFICATION OF OFFENSE; REVISING SECTION 6-5-1 (ANIMAL WASTE REMOVAL; EXCEPTIONS; CLASSIFICATION) TO ADD A TIME PERIOD FOR OFFENSE AND DISPOSAL PROVISION; REVISING SECTION 6-6-2 (NEGLECT PROHIBITED; CLASSIFICATION; PENALTY) TO ADD OFFENSE RELATED TO TIE OUTS; REVISING CHAPTER 6-7 TO RENAME IT AS "VICIOUS, AGGRESSIVE, OR DESTRUCTIVE ANIMALS AND BITING ANIMALS" AND TO ADD A CIVIL PROCEDURE FOR DECLARATION OF ANIMAL AS VICIOUS, AGGRESSIVE OR DESTRUCTIVE, CLARIFYING PROHIBITED ACTS, RELOCATING PROVISIONS RELATED TO VICIOUS, AGGRESSIVE OR DESTRUCTIVE ANIMALS FROM CHAPTER 6-8, AND ADDING A PENALTY FOR FAILURE TO REPORT ANIMAL'S STATUS; REVISING CHAPTER 6-8 (REMOVAL, IMPOUNDMENT, FORFEITURE AND DISPOSITION OF ANIMALS) TO ADD PROVISIONS REGARDING IMPOUNDMENT OF VICIOUS, AGGRESSIVE, OR DESTRUCTIVE ANIMALS; MODIFYING VARIOUS OTHER PROVISIONS; AND DESIGNATING AN EFFECTIVE DATE

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the amendments to Marana Town Code Title 6 (Animal Control), a copy of which is attached to and incorporated in this resolution as Exhibit A and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry Lawson, Town Clerk

Jane Fairall, Town Attorney

EXHIBIT A TO MARANA RESOLUTION NO. 2021-044
Revisions to Marana Town Code, Title 6 “Animal Control” pursuant to Marana
Ordinance No. 2021.005

SECTION 1. Section 6-1-1 of the Marana Town Code is hereby revised as follows and existing paragraphs A through W are renumbered to conform to the revisions (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

6-1-1 Definitions

The following definitions shall apply throughout this title unless the context clearly indicates otherwise.

A. “Aggressive animal” means any animal that has bitten or otherwise injured a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation and is not a vicious animal, or that has been so declared after an opportunity for a hearing before the town magistrate, or that has been so declared by another jurisdiction after the owner has been provided notice and an opportunity to be heard.

[Paragraphs B through G as renumbered by section 1 above remain unchanged]

H. “Destructive animal” means any animal that has a propensity to destroy, damage, or cause damage to the property of a person other than the animal’s owner, or that has been so declared after an opportunity for a hearing before the town magistrate, or that has been so declared by another jurisdiction after the owner has been provided notice and an opportunity to be heard.

[Paragraph I as renumbered by section 1 above remains unchanged]

J. “Domestic animal” means any of various animals that have been tamed and made fit for a human environment, but does not include wild animals or hybrids of animals and wild animals.

[Paragraphs K through O as renumbered by section 1 above remain unchanged]

P. “Muzzle” means a device constructed of strong, soft material or of metal, designed to fasten over the mouth of a dog that prevents the dog from biting any person or other animal and that does not interfere with its respiration.

[Paragraphs Q through U as renumbered by section 1 above remain unchanged]

V. “Tie out” means a chain, leash, wire cable or similar restraint attached to a swivel or pulley and located to keep an animal exclusively inside the property line.

[Paragraphs W and X as renumbered by section 1 above remain unchanged]

Y. “Vicious animal” means any animal that has a propensity to attack, to cause injury to, or to otherwise endanger the safety of human beings or domestic animals without provocation, or that has been so declared after an opportunity for a hearing before the town magistrate, or that has been so declared by another jurisdiction after the owner has been provided notice and an opportunity to be heard.

EXHIBIT A TO MARANA RESOLUTION NO. 2021-044
Revisions to Marana Town Code, Title 6 “Animal Control” pursuant to Marana
Ordinance No. 2021.005

Z. “Wild animal” means any animal which is now or historically has been found in the wild, or in a wild state. Wild state means living in its original, natural condition, not domesticated.

SECTION 2. Section 6-2-4 of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~):

6-2-4 Commencement of action

[Paragraphs A and B remain unchanged]

C. The town attorney or designee may commence an action for violation of this title by filing a long form ~~civil code~~ complaint with the Marana municipal court. Upon receipt of the long form ~~civil code~~ complaint, the Marana municipal court shall issue a summons.

[Paragraph D remains unchanged]

SECTION 3. Section 6-4-1 of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

6-4-1 Dogs at large prohibited; exceptions; classification

- A. Any dog owned, possessed, harbored, kept or maintained on public streets, sidewalks, alleys, parks or other public property shall be restrained by a leash, chain, rope, cord, or similar device of sufficient strength to restrain the dog, ~~and the~~ Any person handling the dog shall use the leash, chain, rope, cord, or similar device as it was designed and intended to be used to control the dog.
- B. Any dog owned, possessed, kept, harbored or maintained upon or about the private property of any person, including the property of the dog’s owner, shall be confined inside a house or other building, or confined entirely by a fence or similar enclosure of sufficient strength and height, to prevent the dog from escaping from the property.

[Paragraphs C through E remain unchanged]

F. Violation of this section is a class 1 misdemeanor if the owner of the animal has knowledge that the animal has been declared vicious, aggressive or destructive after an opportunity for a hearing before the town magistrate or that has been so declared by another jurisdiction after the owner has been provided notice and an opportunity to be heard.

EXHIBIT A TO MARANA RESOLUTION NO. 2021-044
Revisions to Marana Town Code, Title 6 “Animal Control” pursuant to Marana
Ordinance No. 2021.005

SECTION 4. Section 6-5-1 of the Marana Town Code is hereby revised as follows (with additions shown with double underlining):

6-5-1 Animal waste removal; exceptions; classification

[Paragraph A remains unchanged]

- B. It shall be unlawful for the owner, proprietor, agent or occupant of any premises where domestic animals are kept to deposit, cause to be deposited, or allow to accumulate, within or about the premises, any solid wastes from domestic animals for more than 72 hours or in such a manner that the waste creates an unsanitary condition or is a health hazard to humans or animals. Pending disposal, animal waste shall be placed in a closed or sealed container. This paragraph applies to private property, including property owned, leased or controlled by the owner of the domestic animal.

[Paragraphs C and D remain unchanged]

SECTION 5. Section 6-6-2 of the Marana Town Code is hereby revised as follows (with additions shown with double underlining):

6-6-2 Neglect prohibited; classification; penalty

[Paragraph A remains unchanged]

- B. Any person having care, control, charge, or custody of any animal, either as owner or otherwise, shall provide:
1. That the animal receives daily, food that is free from contamination and is of sufficient quantity and nutritive value to maintain the animal in good health;
 2. That potable water is accessible to the animal at all times, either free-flowing or in a clean receptacle;
 3. That except for livestock, all animals have convenient access to natural or artificial shelter throughout the year. Any such artificial shelter shall be structurally sound and maintained in good repair to protect the animal from injury and from the elements and of sufficient size to permit the animal to enter, stand, turn around and lie down in a natural manner. Any shelter which does not protect the animal from temperature extremes or precipitation, or which does not provide adequate ventilation or drainage, does not comply with this chapter. Any shelter, all bedding and any spaces accessible to the animal shall be maintained in a manner which minimizes the risk of the animal contracting disease, being injured or becoming infested with parasites;

EXHIBIT A TO MARANA RESOLUTION NO. 2021-044
Revisions to Marana Town Code, Title 6 “Animal Control” pursuant to Marana
Ordinance No. 2021.005

4. That the animal receives care and medical treatment for debilitating injuries, parasites and diseases, sufficient to maintain the animal in good health and minimize suffering;
5. That the animal is given adequate exercise space either:
 - a. within an enclosure that shall be constructed of material, and in a manner, to minimize the risk of injury to the animal, and shall encompass sufficient usable space to keep the animal in good condition; or
 - b. on a tie out so located that the animal cannot become entangled with other objects. Choke collars or similar such collars shall not be used to attach an animal to a tie out. No tie out shall employ a restraint that is less than ten feet in length. No tie out shall restrict access to clean water, food, or shelter.

[Paragraphs C and D remain unchanged]

SECTION 6. Chapter 6-7 of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

**CHAPTER 6-7. VICIOUS, AGGRESSIVE, OR AND DESTRUCTIVE
ANIMALS AND BITING ANIMALS**

6-7-1 Keeping vicious, aggressive, or destructive animals prohibited; exceptions; classification

- A. It is unlawful for any person to keep, control, harbor or otherwise have under control any animal which is vicious, aggressive, or destructive.
- B. This section does not apply to zoos, wild animal parks or animal shelters. ~~or~~
- C. This section does not apply to persons who are in compliance with an order of the town magistrate issued pursuant to this title or an order issued by another jurisdiction.
- D. Violation of this section is a class 1 misdemeanor.

6-7-2 Evaluation of animals

- A. Whenever the town enforcement agent has reason to believe an animal is vicious, aggressive, or destructive, the town enforcement agent may conduct an evaluation of the animal, whether the animal is impounded or not.

EXHIBIT A TO MARANA RESOLUTION NO. 2021-044
Revisions to Marana Town Code, Title 6 "Animal Control" pursuant to Marana
Ordinance No. 2021.005

- B. The town enforcement agent shall develop guidelines to determine if an animal is vicious, aggressive, or destructive.
- C. If the town enforcement agent finds that an animal is vicious, the provisions of chapter 6-8 regarding impoundment shall apply.
- D. If the town enforcement agent finds than an animal is aggressive or destructive, the provisions of chapter 6-8 regarding impoundment may apply. An aggressive or destructive animal may remain at the home with the consent of and in a manner prescribed by the town enforcement agent, if:
 - 1. The town enforcement agent finds confinement at the home is not a contributing factor; and
 - 2. The owner of the animal signs a temporary confinement order promising to keep the animal confined at the home pending the disposition of all legal proceedings.

6-7-3 Declaring an animal vicious, aggressive or destructive

Following an investigation and/or evaluation, the town enforcement agent may declare that an animal is vicious, aggressive, or destructive if the town enforcement agent has probable cause to believe that the animal is a vicious animal, aggressive animal, or destructive animal.

6-7-4 Notice to owner regarding declaration of animal as vicious, aggressive or destructive; stipulation

- A. If the owner is known, and unless the owner signs a statement permanently relinquishing ownership of the animal to the town enforcement agent, the owner shall be provided with a written notice of the vicious, aggressive or destructive animal declaration by one or more of the following means:
 - 1. Personal service of the notice on the owner.
 - 2. Leaving a copy of the notice with a person of suitable discretion at the owner's residence or place of business.
 - 3. Affixing the notice in a conspicuous place where the animal was found.
 - 4. Mailing a copy of the notice to the owner's last-known address by registered or certified mail, return receipt requested.
- B. The notice required by this section shall contain, at a minimum, the following information:
 - 1. The town's intent to file, within ten days of the owner's receipt of the written notice, a written request with the town magistrate for a

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hearing to determine if the animal should be declared vicious, aggressive or destructive by the town magistrate.

2. The owner’s right to present witnesses and be represented by an attorney at the hearing.

C. If the town and the owner agree that the animal should be declared vicious, aggressive, or destructive, the town attorney or designee may file a stipulation signed by the owner with the town magistrate requesting the town magistrate order the animal to be declared vicious, aggressive or destructive and imposing conditions as set forth in section 6-7-5(C) that are necessary to protect the public.

6-7-5 Hearing regarding declaration; findings after court hearing; rules of hearing; costs

A. Upon receipt of a written request for a hearing to determine if the animal should be declared vicious, aggressive, or destructive, the court shall set a hearing within 15 business days.

B. If the town magistrate finds from clear and convincing evidence that the animal is vicious or aggressive or destructive, then the town magistrate shall enter orders taking into account the recommendations of the town enforcement agent and the animal’s owner.

C. Upon a finding that an animal shall be declared vicious, aggressive or destructive, the magistrate may enter such orders as the magistrate deems necessary to protect the public, including one or more of the following:

1. That the animal be kept in an enclosure that is secure enough that the animal cannot bite, harm or injure anyone outside the enclosure, and cannot escape, as follows:

a. The court shall determine the appropriate fencing requirements for the size and nature of the animal. The court may require a fence, including gates to be six feet in height; a fence five to six feet in height to incline to the inside of the confinement area at a 45 degree angle from the vertical; or that the confinement area be wholly covered by a material strong enough to keep the animal from escaping.

b. The court may require the bottom of the confinement area to be of concrete, cement or asphalt, or of blocks or bricks set in concrete or cement; or if the bottom is not provided, then a footing of such material shall be placed along the whole perimeter of the confinement area to a depth of one foot below ground level, or deeper if required by the court.

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- c. The court may require the gates to the confinement area to be locked at all times with a padlock except while entering or exiting.
- 2. That the animal be muzzled and restrained whenever the animal is outside its enclosure with a leash, chain, rope or similar device not more than six feet in length sufficient to restrain the animal, and under the control of a person capable of preventing the animal from engaging in any prohibited behavior.
- 3. That the owner of the vicious, aggressive or destructive animal display on every gate or entry way to the enclosure where the animal is kept a sign that reasonably cautions the public that the animal is vicious, aggressive, or destructive.
- 4. That the owner maintain liability insurance in a single incident amount as determined by the court for bodily injury or death of any person or for damage to property caused by the vicious, aggressive, or destructive animal.
- 5. That the animal’s owner microchip the animal with an identification number. The town enforcement agent shall maintain a registry of the numbers and the owners of the animals.
- 6. That the animal be spayed or neutered at the owner’s expense.
- 7. That the animal be defanged or declawed.
- 8. That the animal be banished from the town limits, after first being spayed or neutered, and microchipped by a licensed veterinarian at the owner’s expense.
- 9. That the animal be forfeited to the town enforcement agent for transfer to a legally incorporated humane society or other nonprofit corporate animal-welfare organization devoted to the welfare, protection and humane treatment of animals, as described in section 6-8-13.
- 10. That the animal be humanely destroyed.
- D. The rules for the hearing shall be the same as those set forth in section 6 - 8-8.
- E. This chapter shall not be construed as precluding the destruction of any animal if destruction is otherwise authorized by law, nor shall anything in this chapter be construed as precluding the spaying or neutering of any animal. If any provision of this chapter is in conflict with any other provisions of this code, the provisions of this chapter shall be controlling.

6-7-26 Prohibited acts; classification; defenses; findings and orders

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- A. The owner of any animal that is a vicious animal, aggressive animal, or destructive animal that bites, attempts to bite, endangers or otherwise injures or causes injury to human beings or other animals is guilty of a class 1 misdemeanor.
- B. The owner of any animal that is at large and unvaccinated that bites, attempts to bite, endangers or otherwise injures or causes injury to human beings or other animals is guilty of a class 1 misdemeanor.
- C. The owner of any animal that is a vicious animal, aggressive animal, or destructive animal that destroys, damages, or causes damage to the property of another person is guilty of a class 1 misdemeanor.
- D. The owner of any animal that bites causing serious physical injury as defined in A.R.S. §13-105(39) to a human being is guilty of a class 1 misdemeanor.
- E. It shall be an affirmative defense to the provisions of this section if the animal is:
 - 1. Not at large and there is provocation; or
 - 2. The dog is a police dog under the command of its trainer.
- F. Upon conviction of a violation of this section, in addition to any other penalty or order imposed by the magistrate, the magistrate may find that the animal is vicious, aggressive, or destructive, ~~or is a danger to the safety of any person or other animal,~~ and may enter such orders as the magistrate deems necessary to protect the public, as set forth in section 6-7-7-5(C).

6-7-37 Restitution

In addition to any other penalty, if a victim suffers economic loss as a result of a violation of ~~this chapter~~ section 6-7-6, the court shall order the owner to pay restitution to the victim, in the full amount of the victim's economic loss, as determined by the court. This remedy shall not abridge any civil cause of action by the victim.

6-7-8 Vicious, aggressive, or destructive animals; consent to inspection; inspection; order of compliance; seizure

- A. By continuing to own an animal declared vicious, aggressive, or destructive, an owner gives consent to any town enforcement agent to inspect the animal declared vicious, aggressive, or destructive and the premises where the animal is kept.
- B. Upon inspection, the town enforcement agent may seize and impound the animal if the owner has failed to comply with the town magistrate's order on disposition of the animal.

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- C. If the owner of the animal has not demonstrated compliance with the town magistrate's order within five days after the seizure of the animal, the town enforcement agent may humanely destroy the animal.
- D. Any action taken under this section shall be in addition to any available criminal penalties.

6-7-9 Vicious, aggressive, or destructive animals; required acts and unlawful activities; classification

- A. An owner or any other person having control of an animal declared vicious, aggressive, or destructive shall not fail to comply with an order of the town magistrate regarding the animal.
- B. An owner of an animal declared vicious, aggressive, or destructive shall not sell, give away, abandon or otherwise dispose of the animal without notifying the town enforcement agent in writing in advance. Additionally, the owner shall notify the town in advance of leaving the jurisdiction with the animal.
- C. An owner of an animal declared vicious, aggressive, or destructive shall provide proof of liability insurance and a veterinarian's certificate of spaying or neutering to the town enforcement agent upon demand, when applicable.
- D. No person shall prevent or attempt to prevent inspection of an animal declared vicious, aggressive, or destructive or the premises where the animal is kept.
- E. When the owner of an animal is notified that the town enforcement agent is evaluating an animal or wants to evaluate an animal to determine if the animal is vicious, aggressive, or destructive, the owner of the animal shall present the animal for inspection within 24 hours of a request by the town enforcement agent. The owner shall not sell, give away, hide or otherwise prevent the town enforcement agent from making an evaluation of the animal.
- F. Violation of this section is a class 1 misdemeanor.

6-7-410 Quarantine of biting animals; reporting; handling and destruction; exception; classification

- A. Any unvaccinated dog or cat that bites any person shall be confined and quarantined in a shelter approved by the town enforcement agent or, upon request of and at the expense of the owner, at a veterinary hospital, for a period of not less than ten days, except that an unvaccinated cat that bites a member of the cat owner's household may be quarantined at the home of the owner, or where the cat is harbored or maintained, with the consent of and in a manner prescribed by the town enforcement agent.

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- B. If a dog that bites any person is properly vaccinated pursuant to chapter 6-3, the dog may be confined and quarantined for the ten-day period at the home of the dog's owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the town enforcement agent.
- C. Any domestic animal other than a dog, a cat, or livestock that bites any person shall be confined and quarantined in a shelter approved by the town enforcement agent or, upon the request of and at the expense of the owner, at a veterinary hospital, for a period of not less than 14 days.
- D. A caged or pet rodent or rabbit that bites a person may be confined and quarantined for the 14-day period at the home of the owner or where it is harbored or maintained with the consent of and in a manner prescribed by the town enforcement agent.
- E. Livestock that bites any person shall be confined and quarantined in a manner regulated by the Arizona department of agriculture for a period of not less than 14 days.
- F. Whenever an animal bites any person, the incident shall be reported to the town enforcement agent immediately by any person having direct knowledge.
- G. The town enforcement agent may destroy any animal confined and quarantined pursuant to this section prior to the termination of the minimum confinement period for laboratory examination for rabies if:
 - 1. The animal shows clear clinical signs of rabies; and
 - 2. One of the following occurs:
 - 3. The owner of the animal consents to its destruction; or
 - 4. A court orders the animal's destruction.
- H. The owner of any animal confined and quarantined pursuant to this section shall be responsible for any fees incurred by the town enforcement agent for the impounding, sheltering, and disposition of the animal.
- I. Any animal quarantined pursuant to this section may be impounded and kept beyond the quarantine period pending the resolution of any criminal complaint or any hearing requested pursuant to section ~~6-8-66-7-5~~ arising out of or connected with the biting incident, provided that such complaint or request for hearing is filed within ~~30~~10 days of the biting incident.
- J. This section does not apply to a police dog that bites any person if the bite occurs while the dog is under proper law enforcement supervision and the care of a licensed veterinarian, except that the law enforcement

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agency shall notify the town enforcement agent if the dog exhibits any abnormal behavior and shall make the dog available for examination at any reasonable time.

K. Failure to comply with this section is a class 1 misdemeanor.

~~6-7-5 Evaluation of animals~~

~~A. Whenever the town enforcement agent has reason to believe an animal is vicious or destructive, or may be a danger to the safety of any person or other animal, the town enforcement agent may conduct an evaluation of the animal, whether the animal is impounded or not.~~

~~B. The town enforcement agent shall develop guidelines to determine if an animal is vicious or destructive.~~

~~C. If the town enforcement agent finds that an animal is vicious or destructive after evaluation, the provisions of chapter 6-8 regarding impoundment and disposition of vicious or destructive animals shall apply.~~

6-7-611 Duty to report animal's status; effect

A. Any person keeping, controlling, harboring, or otherwise having under control any animal that has been found to be vicious, aggressive, destructive or dangerous by another jurisdiction, shall report the animal's status to the town enforcement agent within ten days of the animal's relocation to the town.

B. The animal shall be subject to all provisions set forth in chapters 6-7 ~~and 6-8~~ governing vicious, aggressive, or destructive animals as though the animal had been declared vicious, aggressive, or destructive by the town.

C. Failure to comply with this section is a class 1 misdemeanor

SECTION 7. Chapter 6-8 of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

**CHAPTER 6-8. REMOVAL, IMPOUNDMENT, FORFEITURE AND
DISPOSITION OF ANIMALS**

[Sections 6-8-1 and 6-8-2 remain unchanged]

6-8-3 Impoundment of animals subject to cruelty or neglect and vicious or destructive animals; evaluation

Any town enforcement agent is authorized and empowered to remove and impound any animal in plain view, or subject to a valid search warrant, if the agent has probable cause to believe any of the following:

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- A. That an animal is in distress caused by mistreatment, tie out, exposure to the elements, extremes of temperature, lack of adequate ventilation or drainage, lack of sanitation, deprivation of proper food or potable water, restraint, restriction of movement, confinement, lack of sufficient exercise space, constrictive gear, injury, illness, physical impairment, hoarding conditions as described in section 6-6-5, or parasites.
- B. That an animal's well-being is threatened by a dangerous condition or circumstance and the agent has reason to believe either:
 - 1. That the distress of the animal or the dangerous condition or circumstance was caused or allowed to be caused by the willful act or omission or negligence of the owner; or
 - 2. That it is likely the animal would be in distress from any cause, or its well-being would be threatened by any dangerous condition or circumstance if the owner retains ownership of the animal.
- ~~C. That an animal is vicious or destructive or may be a danger to the safety of any person or other animal.~~

6-8-4 Impoundment of vicious, aggressive or destructive animals

~~D. Whenever the Any town enforcement agent ~~removes~~ is authorized and ~~impounds an animal based on~~ empowered to remove and impound any animal in plain view, or subject to a valid search warrant, if the agent has probable cause to believe that the an animal is vicious, ,aggressive, or destructive or may be a danger to the safety of any person or other animal, the town enforcement agent shall conduct an evaluation of the animal to determine if it is vicious or destructive.~~

~~—1. If the town enforcement agent finds that the animal is not vicious or destructive, the town enforcement agent shall release the animal to its owner. A finding that an animal is not vicious or destructive does not preclude other enforcement action on the same facts, including a criminal prosecution of the owner.~~

~~—2. If the town enforcement agent finds that the animal is vicious or destructive, the provisions of this chapter regarding impoundment and disposition of vicious or destructive animals shall apply.~~

6-8-45 Notice to owner regarding impoundment

- A. Whenever the town removes or impounds any animal pursuant to section 6-8-3 or 6-8-4, if the owner is known, and unless the owner signs a statement permanently relinquishing ownership of the animal to the town enforcement agent, the owner written notice shall be provided ~~with a written notice of the impoundment~~ by one or more of the following means:

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1. Personal service of the notice on the owner.
 2. Leaving a copy of the notice with a person of suitable discretion at the owner’s residence or place of business.
 3. Affixing the notice in a conspicuous place where the animal was found.
 4. Mailing a copy of the notice to the owner’s last-known address by registered or certified mail, return receipt requested.
- B. The notice required by this section shall contain, at a minimum, the following information:
1. The town’s intent to file, within ten days of the owner’s receipt of the written notice, a written request with the town magistrate for a hearing to determine if the animal should be returned to the owner or forfeited to the town enforcement agent.
 2. The owner’s right to present witnesses and be represented by an attorney at the hearing.
 3. The bond amount required pursuant to section 6-8-~~56~~, along with a statement that if the bond is not posted within ten days of the owner’s receipt of the written notice, the animal shall be deemed forfeited to the town enforcement agent.

6-8-~~56~~ Bond

Whenever the town removes or impounds any animal pursuant to section 6-8-3 or 6-8-4, pending a hearing to determine if the animal should be returned to the owner or forfeited to the town enforcement agent, the owner must post 20 days of impoundment fees in advance as a bond to defray some of the costs of boarding and impoundment, and any necessary veterinary care for the animal.

6-8-~~67~~ Hearing; rules of hearing; remedies; testimony of defendant; appeal; costs

~~A.~~—Upon receipt of a written request for a hearing regarding an animal impounded pursuant to section 6-8-3 or 6-8-4, the court shall set a hearing within 15 business days.

6-8-8 Rules of hearing; remedies; testimony of defendant; appeal

- ~~B.~~—A. The hearing shall be held in an informal manner and is open to the public. Oral and documentary evidence may be taken from any interested party or witness and considered in making a determination. The rules of evidence do not apply, and hearsay is admissible.
- ~~C.~~—B. Any owner who fails to appear after notice may be deemed to have waived any right to introduce evidence.
- ~~D.~~—C. The town enforcement agent may be represented by the town attorney or designee.

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~~E.~~D. The owner may be represented by counsel at the animal owner’s cost.

~~F.~~E. Use of the civil procedures and remedies provided for in this chapter shall neither require nor preclude other enforcement action on the same facts, including a criminal prosecution of the owner. The civil procedures and remedies provided for in this chapter are remedial and not punitive, and are not precluded by an acquittal or conviction in a criminal proceeding.

~~G.~~F. This chapter shall not be construed as precluding the destruction of any animal if destruction is otherwise authorized by law, nor shall anything in this chapter be construed as precluding the spaying or neutering of any animal. If any provision of this chapter is in conflict with any other provisions of this code, the provisions of this chapter shall be controlling.

~~H.~~G. If a defendant testifies at a hearing held pursuant to this section, the defendant does not, by so testifying, waive the right to remain silent during the trial; and if the defendant does testify at the hearing, neither this fact nor the defendant’s testimony at the hearing shall be mentioned at the trial unless the defendant testifies at the trial concerning the same matters.

~~I.~~H. Appeal of the decision of the town magistrate shall be by way of special action to the superior court on the record of the hearing. The appealing party shall bear the cost of preparing the record of the hearing on appeal. No appeal shall be taken later than 10 days after the town magistrate’s decision. If forfeiture is ordered, the town magistrate may order ~~The owner must to~~ post a bond equivalent to 60 days of impoundment costs in order to perfect the appeal. Notice of the amount due shall be given to the owner by the town magistrate at the time of the hearing if forfeiture is ordered.

~~J. Unless good cause is shown, the animal’s owner shall be responsible for all fees associated with the impoundment of an animal pursuant to section 6-8-3, including without limitation veterinary, removal, impoundment, boarding, microchipping, and disposition fees, until a final decision by the town magistrate, including the pendency of an appeal. No magistrate may waive or reduce any veterinary, impound or board fees resulting from the animal’s impoundment unless the owner prevails at the hearing.~~

6-8-79 Findings of court after hearing

A. If the town magistrate finds from a preponderance of the evidence that the animal was subject to cruelty or neglect under the circumstances set forth in section 6-8-3 (A) or (B), the town magistrate shall order the animal forfeited to the town enforcement agent.

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~~B. If the town magistrate finds from clear and convincing evidence that the animal is vicious or destructive, or is a danger to the safety of any person or other animal, then the town magistrate shall enter such orders as the magistrate deems necessary to protect the public, taking into account the recommendations of the town enforcement agent and the animal's owner. animal is impounded to determine if the animal is vicious, aggressive, or destructive, the town magistrate shall make a finding in accordance with section 6-7-5(B).~~

~~C. Unless good cause is shown, the animal's owner shall be responsible for all fees associated with the impoundment of an animal pursuant to sections 6-8-3 and 6-8-4, including without limitation veterinary, removal, impoundment, boarding, microchipping, and disposition fees, until a final decision by the town magistrate, including the pendency of an appeal. No magistrate may waive or reduce any veterinary, impound or board fees resulting from the animal's impoundment unless the owner prevails at the hearing.~~

~~In addition to any other penalty or order, if the town magistrate finds that the animal is vicious or destructive, or is a danger to the safety of any person or other animal, the court shall order one or more of the following:~~

- ~~—1. That the animal be kept in an enclosure that is secure enough that the animal cannot bite, harm or injure anyone outside the enclosure, and cannot escape, as follows:~~
 - ~~—a. The court shall determine the appropriate fencing requirements for the size and nature of the animal. The court may require a fence, including gates to be six feet in height; a fence five to six feet in height to incline to the inside of the confinement area at a 45 degree angle from the vertical; or that the confinement area be wholly covered by a material strong enough to keep the animal from escaping.~~
 - ~~—b. The court may require the bottom of the confinement area to be of concrete, cement or asphalt, or of blocks or bricks set in concrete or cement; or if the bottom is not provided, then a footing of such material shall be placed along the whole perimeter of the confinement area to a depth of one foot below ground level, or deeper if required by the court.~~
 - ~~—The court may require the gates to the confinement area to be locked at all times with a padlock except while entering or exiting.~~
- ~~—2. That the animal be muzzled and restrained whenever the animal is outside its enclosure with a leash, chain, rope or similar device not more than six feet in length sufficient to restrain the animal,~~

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~~and under the control of a person capable of preventing the animal from engaging in any prohibited behavior.~~

- ~~—3. That the owner of the vicious animal display on every gate or entry way to the enclosure where the animal is kept a sign in three-inch letters, easily readable by the public, using the words “Vicious Animal.”~~
- ~~—4. That the owner maintain liability insurance in a single incident amount of at least \$250,000 for bodily injury or death of any person or for damage to property caused by the vicious animal.~~
- ~~—5. That the animal’s owner pay the reasonable cost to the town enforcement agent to microchip the animal with an identification number. The town enforcement agent shall maintain a registry of the numbers and the owners of the animals.~~
- ~~—6. That the animal be spayed or neutered at the owner’s expense.~~
- ~~—7. That the animal be defanged or declawed.~~
- ~~—8. That the animal be banished from the town limits, after first being spayed or neutered, and microchipped by a licensed veterinarian at the owner’s expense.~~
- ~~—9. That the animal be forfeited to the town enforcement agent for transfer to a legally incorporated humane society or other nonprofit corporate animal welfare organization devoted to the welfare, protection and humane treatment of animals, as described in section 6-8-10.~~
- ~~—10. That the animal be humanely destroyed.~~

~~D. If the owner fails to appear at the hearing, the town magistrate shall order the animal forfeited to the town enforcement agent.~~

~~6-8-8 Vicious or destructive animals; consent to inspection; inspection; order of compliance; seizure~~

- ~~A. By continuing to own an animal declared vicious or destructive, an owner gives consent to any town enforcement agent to inspect the animal declared vicious or destructive and the premises where the animal is kept.~~
- ~~B. Upon inspection, the town enforcement agent may seize and impound the animal if the owner has failed to comply with the town magistrate’s order on disposition of the animal.~~
- ~~C. If the owner of the animal has not demonstrated compliance with the town magistrate’s order within five days after the seizure of the animal, the town enforcement agent may humanely destroy the animal.~~

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- ~~D. If the owner of the animal demonstrates proof of compliance with the town magistrate's order, then the animal will be returned to the owner after payment of impound fees and any other applicable fees.~~
- ~~E. Any action taken under this section shall be in addition to any available criminal penalties.~~

~~6-8-9 Vicious or destructive animals; required acts and unlawful activities; classification~~

- ~~A. An owner or any other person having control of an animal declared vicious or destructive shall not fail to comply with an order of the town magistrate regarding the animal.~~
- ~~B. An owner of an animal declared vicious or destructive shall not sell, give away, abandon or otherwise dispose of the animal without notifying the town enforcement agent in writing in advance.~~
- ~~C. An owner of an animal declared vicious or destructive shall provide proof of liability insurance and a veterinarian's certificate of spaying or neutering to the town enforcement agent upon demand, when applicable.~~
- ~~D. No person shall prevent or attempt to prevent inspection of an animal declared vicious or destructive or the premises where the animal is kept.~~
- ~~E. When the owner of an animal is notified that the town enforcement agent is evaluating an animal or wants to evaluate an animal to determine if the animal is vicious or destructive, the owner of the animal shall present the animal for inspection within 24 hours of a request by the town enforcement agent. The owner shall not sell, give away, hide or otherwise prevent the town enforcement agent from making an evaluation of the animal.~~
- ~~F. Violation of this section is a class 1 misdemeanor.~~

6-8-10 Duty to produce; exemption; classification

- A. An owner of an animal charged with a violation of chapter 6-6 or chapter 6-7, or of an animal quarantined pursuant to section 6-7-410, shall produce that animal for inspection or impoundment upon the request of any town enforcement agent.
- B. This section shall not apply where the violation in question occurred when the animal bit a member of the owner's household.
- C. Violation of this section is a class 1 misdemeanor.

[Sections 6-8-11 through 6-8-13 remain unchanged]



Council-Regular Meeting

A4

Meeting Date: 04/06/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: April 6, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-045: Relating to Development; approving and authorizing the Mayor to execute an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from the Twin Peaks Homeowners' Association for Scenic Drive improvements required pursuant to the Lazy K Bar Ranch Development Agreement (Jane Fairall)

Discussion:

On May 16, 2017, the Town Council approved the Lazy K Bar Ranch Development Agreement (DA). Exhibit D, paragraph 3 of the Lazy K DA requires the developer to construct "a four-foot stabilized decomposed granite natural path meandering along the east side of Scenic Drive from Pima Farms Road to Silverbell Road...." Paragraph 8 of Exhibit D requires the Town to acquire any additional right-of-way needed to complete the project.

The Town determined that an 8-foot strip of property on the east side of Scenic Drive, just south of Twin Peaks Road, was needed in order to complete the path. The property in question is owned by the Twin Peaks Homeowners' Association (HOA). The Town's real property consultant contacted the HOA and negotiated the attached acquisition agreement and administrative settlement, allowing the Town to acquire the property in fee for the acquisition amount of \$800, plus closing costs.

Financial Impact:

Fiscal Year: 2021

Budgeted Y/N: Y

Amount: \$1,800

This acquisition will be funded from the CIP Operating budget in 10043000-8005 for Land Acquisition.

Staff Recommendation:

Staff recommends approval of the acquisition agreement and administrative settlement.

Suggested Motion:

I move to adopt Resolution No. 2021-045, approving and authorizing the Mayor to execute an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from the Twin Peaks Homeowners' Association for Scenic Drive improvements required pursuant to the Lazy K Bar Ranch Development Agreement.

Attachments

Resolution 2021-045

Exhibit A to Resolution - Acquisition Agreement

MARANA RESOLUTION NO. 2021-045

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT AND THE TOWN ENGINEER TO EXECUTE ALL OTHER DOCUMENTATION NECESSARY FOR THE PURCHASE OF PROPERTY RIGHTS NEEDED FROM THE TWIN PEAKS HOMEOWNERS' ASSOCIATION FOR SCENIC DRIVE IMPROVEMENTS REQUIRED PURSUANT TO THE LAZY K BAR RANCH DEVELOPMENT AGREEMENT

WHEREAS, on May 16, 2017, the Town Council adopted Ordinance No. 2017.013, approving the Lazy K Bar Ranch Development Agreement (the "Lazy K DA"); and

WHEREAS the Lazy K DA requires the developer to construct a four-foot stabilized decomposed granite natural path meandering along the east side of Scenic Drive from Pima Farms Road to Silverbell Road, and requires the Town to acquire any additional right-of-way needed to complete the project; and

WHEREAS the Town needs to acquire an 8-foot strip of property on the east side of Scenic Drive, just south of Twin Peaks Road, to complete the path (the "Needed Property"); and

WHEREAS Town staff has negotiated an Acquisition Agreement & Administrative Settlement with Twin Peaks Homeowners' Association for acquisition of the Needed Property; and

WHEREAS the Mayor and Council of the Town of Marana find that the acquisition or condemnation of the Needed Property is necessary for the public health, safety and welfare of the citizens of Marana.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, authorizing the Mayor to execute the Acquisition Agreement & Administrative Settlement in substantially the form attached to and incorporated in this resolution as Exhibit A, and authorizing the Town Engineer to execute all other documentation necessary for the purchase of the Needed Property from Twin Peaks Homeowners' Association for the Scenic Drive improvements.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 6th day of April, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney



ENGINEERING DEPARTMENT

ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT

This Agreement is made by and between **Twin Peaks Homeowners' Association**, an Arizona nonprofit corporation ("Owner"), and the **Town of Marana**, an Arizona municipal corporation ("Town").

1. **Property and Acquisition Amount.** The Owner owns the property described in instrument recorded on September 9, 2003, in Docket 12131, Page 4920, in the Pima County Recorder's Office, including all improvements located thereon (the "Property"). The Town has determined the need to acquire fee title to public rights-of-way (the "Acquisition Area"), described in Exhibit "A" and shown on Exhibit "B". In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell, and the Town agrees to acquire the Acquisition Area for the total sum of **\$800.00** (the "Acquisition Amount"), subject to the terms and conditions set forth below:

\$800.00	Acquisition Amount
\$1,000.00	Estimated Closing Costs
\$1,800.00	Total Not to Exceed Amount

2. **Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.
3. **Warranty Deed Document.** Upon execution of this Agreement the Owner shall deposit with the Town a Warranty Deed conveying to the Town title to the Acquisition Area free and clear of all liens and encumbrances, in the form attached hereto as Exhibit "C".
4. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, or vegetation, located within the Acquisition Area. Personal property may be removed prior to close of escrow.
5. **Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.
6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount

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of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders releases for any fee transfer and consents for any transfer of an easement for the Acquisition Area.

7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 45 days after the date this Agreement is approved by the Marana Mayor and Council or (b) 45 days after receipt of all necessary releases or consents from any Lienholder.
8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.
9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean-up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.
10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.
11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders' fees to any agent employed.
12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by the Town.
13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Property effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 365 days, whichever occurs first.
14. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.
15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Marana for certain conflicts of interest.

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16. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.
17. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.
18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.
19. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value but was agreed through compromise and settlement to avoid litigation.
20. **Council Approval.** This Agreement is subject to approval by the Town Council of the Town of Marana.

TWIN PEAKS HOMEOWNERS' ASSOCIATION, an
Arizona nonprofit corporation

TOWN OF MARANA, an Arizona municipal
corporation

By: Billy W. Reynolds

Ed Honea, Mayor

Its: President of Board of Directors

Date: _____

Date: March 1, 2021

ATTEST:

Marana Town Clerk

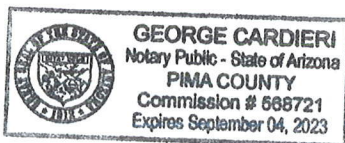
Approved as to form:

Jane Fairall, Town Attorney

STATE OF Arizona)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 1st day of March, 2021, by Billy W. Reynolds, President of TWIN PEAKS HOMEOWNERS' ASSOCIATION, an Arizona nonprofit corporation, on behalf of the corporation.

(Seal)



[Signature]
Notary Public

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Exhibit "A"



LEGAL DESCRIPTION

That certain portion of Common Area "A" of TWIN PEAKS SUBDIVISION, a subdivision of Pima County Arizona, the Final Plat of which recorded in Book 50, Maps & Plats, Page 57, Pima County records, lying within Section 20, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows;

COMMENCING at the Center Quarter Corner of said Section 20 from which the South Quarter Corner bears S 00°40'03" E (Basis of Bearing) a distance of 2641.65 feet;

THENCE N 89°21'47" E, a distance of 30.00 feet to a point on Easterly right-of-way line of Scenic Drive;

THENCE S 00°40'03" E, along said Easterly right-of-way line, a distance of 367.63 feet to the intersection of said Easterly right-of-way line of Scenic Drive and the Southerly right-of-way line of Twin Peaks Road as described in Docket 12149, Page 1587, Opima County Records, said point being the **POINT OF BEGINNING**;

THENCE continue S 00°40'03" E, continuing along said Easterly right-of-way line of Scenic Drive, a distance of 36.19 feet;

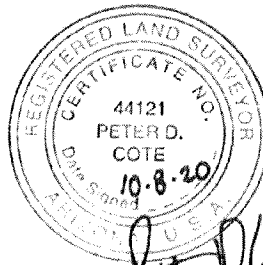
THENCE leaving said Easterly line, N 89°19'57" E, a distance of 8.00 feet;

THENCE N 00°40'03" W, a distance of 52.39 feet to the beginning of a non-tangent curve concave to the Southeast on the said Southerly right-of-way line of Twin Peaks Road;

THENCE Southwesterly, along the arc of said curve to the left, having a radius of 103.00 feet, a central angle of 10°03'55", the chord of which bears S 25°36'29" W, a distance of 18.07 feet, for an arc length of 18.09 feet to the **POINT OF BEGINNING**,

Prepared By:
THE WLB GROUP, INC.

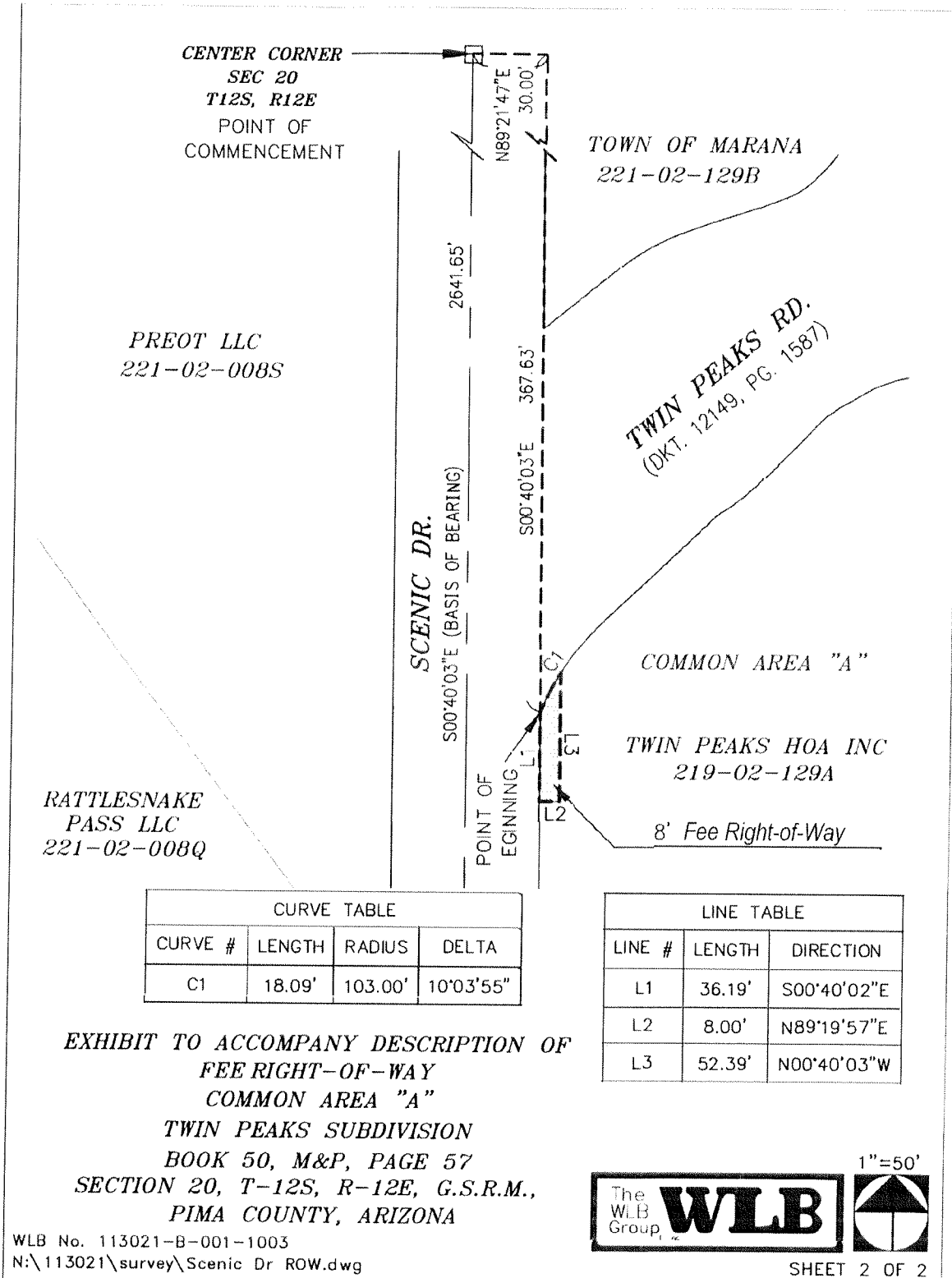
Peter D. Cote, RLS 44121



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Exhibit "B"



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Exhibit "C"

WARRANTY DEED OF DEDICATION

Exempt: ARS § 11-1134 (A) (3)

TWIN PEAKS HOMEOWNERS ASSOCIATION, INC., AN ARIZONA CORPORATION, NOW KNOWN AS TWIN PEAKS HOMEOWNERS ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION ("GRANTOR"), for TEN DOLLARS and other valuable consideration, does hereby convey and dedicate to the TOWN OF MARANA, an Arizona municipal corporation ("GRANTEE"), the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED TO THIS INSTRUMENT AS EXHIBITS "A" AND "B" RESPECTIVELY AND INCORPORATED HERE BY THIS REFERENCE

SUBJECT TO: Existing covenants, conditions, restrictions, rights of way, easements, and other matters of record.

AND THE GRANTOR DOES HEREBY WARRANT THE TITLE against all persons whomsoever, subject to the matters above set forth.

IN WITNESS WHEREOF, GRANTOR has caused this Warranty Deed of Dedication to be signed by the undersigned duly authorized officer this _____ date of _____, 2021.

"GRANTOR":

TWIN PEAKS HOMEOWNERS ASSOCIATION, INC.,
AN ARIZONA CORPORATION, NOW KNOWN AS
TWIN PEAKS HOMEOWNERS ASSOCIATION, AN
ARIZONA NONPROFIT CORPORATION

ACCEPTED AND APPROVED BY THE TOWN OF
MARANA:

By: _____

Keith Brann, Town Engineer

Its: _____

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

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