MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 4, 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

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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 May 4, 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 May 16–22, 2021 as, "National Public Works Week" (Cherry L. Lawson)

P2 Proclamation declaring May 2021 as, "Water Safety Month" (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. 2021-055: Relating to Development; approving a final plat for Whitney Farms Lots 1-10, located generally on the west side of North Whitney Lane and south of West Swanson Street. (Anita McNamara)

C2 Resolution No. 2021-056: Relating to Development; approving a final plat for Honea Heights Lots 49A and 49B, located generally at the northeast corner of North Morgan Drive and West Sandy Street. (Anita McNamara)

C3 Resolution No. 2021-057: Relating to Development; approving a preliminary plat for Gladden Farms Blocks 28 and 34, Lots 1-314 and Common Area "A-1" - "A-9" (Landscape, Utilities, Drainage, and Grading) and "B-1" - "B-8" (Recreation, Landscape, Utilities, Drainage and Grading) located north of Mike Etter Boulevard and southwest of Clark Farms Boulevard (Brian D. Varney)

C4 Resolution No. 2021-058: Relating to Real Estate; approving and authorizing the Town Manager to execute an amended and restated license agreement with Apollo Healthcare and Diagnostics, LLC, dba: TestNOW for use of Town-owned property located at 11555 W. Civic Center Drive (Lisa Shafer)

C5 Resolution No. 2021-059: Relating to Administration; approving and authorizing the Town Manager to execute an Agreement for Public Art Funding with the Pima Association of Governments (PAG) (Jane Fairall)

C6 Resolution No. 2021-060: Relating to Police Department; approving and authorizing the Chief of Police to execute a Memorandum of Understanding between the Marana Police Department and the United States Department of Justice, Drug Enforcement Administration regarding License Plate Reader Information (Libby Shelton)

C7 Resolution No. 2021-061: Relating to the Police Department; approving and authorizing the Police Chief to execute a Memorandum of Understanding between the City of Tucson, acting as the System Administrator for the Pima County 9-1-1 Planning Committee and Marana Police Department for administering the Pima 9-1-1 System billing and payment process (Libby Shelton)

C8 Resolution No. 2021-062: Relating to Marana Regional Airport; approving and authorizing the Town Manager to sign the Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement, Grant Number 3-04-0058-025-2021, with the Federal Aviation Administration for funding in an amount not to exceed $23,000 (Kristin Taft)

C9 Resolution No. 2021-063: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 2 - Employment Process by amending Section 2-1-3 "Internal Competitive Recruitment Process" (Curry C. Hale)

C10 Approval of the Council Regular Meeting Summary Minutes of April 20, 2021, and the Council Study Session Meeting Summary Minutes of April 27, 2021 (Cherry L. Lawson)

**LIQUOR LICENSES**

**BOARDS, COMMISSIONS AND COMMITTEES**

**COUNCIL ACTION**

A1 Resolution No. 2021-064: Relating to Real Estate; approving and authorizing the Mayor to execute an Agreement for Purchase and Sale of Real Property and Escrow Instructions between the Town and Penvesco for the sale of Town property located in Marana Air Commerce Park (Jane Fairall)

## ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Resolution No. 2021-065: Relating to Intergovernmental Relations; opposing a state of Arizona budget proposal that negatively impacts the budgets of the Town of Marana and other municipalities throughout the state by reducing shared revenues (Jane Fairall)

D2 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2021/2022 budget, including proposed budget initiatives and expenditures (Terry Rozema)

D3 Relating to 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)

D4 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:** 05/04/2021

**From:** Cherry L. Lawson, Town Clerk

**Date:** May 4, 2021

**Subject:** Proclamation declaring May 16–22, 2021 as, "National Public Works Week" (Cherry L. Lawson)

## Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

# PROCLAMATION
## National Public Works Week 2021
## May 16–22, 2021
## "Stronger Together"

**WHEREAS,** public works provides services in our community that are an integral part of the lives of our citizens and enhance the daily quality of their lives; and

**WHEREAS,** state and local governments are responsible for building, rebuilding, operating and maintaining the transportation, water supply, water treatment, parks, public buildings and other structures and facilities essential to serving our citizens; and

**WHEREAS,** the support of understanding and informed citizens is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, parks and public buildings; and

**WHEREAS,** the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS,** the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by people's attitudes and understanding of the importance of the work they perform; and

**WHEREAS,** the year 2021 marks the 61st annual National Public Works Week.

**NOW THEREFORE,** the Mayor and Council of the Town of Marana recognize and proclaim May 16–22, 2021 as,

**"National Public Works Week"**

and call upon all citizens and civic organizations to acquaint themselves with the issues involved in supporting public works and to recognize the contributions that public works personnel make to provide the infrastructure required to sustain the comfort, health, safety and well-being of our community.

Dated this 4th day of May, 2021

Attest

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor

**Council-Regular Meeting** **P2**

**Meeting Date:** 05/04/2021

**From:** Cherry L. Lawson, Town Clerk

**Date:** May 4, 2021

**Subject:** Proclamation declaring May 2021 as, "Water Safety Month" (Cherry L. Lawson)

## Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

# PROCLAMATION
## Declaring May 2021 as, "Water Safety Month"

**WHEREAS,** the citizens of Marana recognize the vital role that swimming and aquatic-related activities can play in maintaining good physical and mental health and in enhancing the quality of life for all people; and

**WHEREAS,** developing physical skills related to water safety is essential to preventing drowning and water-related injuries because it prepares individuals with the knowledge and tools needed to best respond to a water-related emergency; and

**WHEREAS,** understanding and adhering to research-proven strategies regarding water safety can save lives, including constant and capable supervision, restricting access to water, using life jackets, swimming lessons for adults and children and rapid emergency response, such as CPR; and

**WHEREAS,** the citizens of Marana understand the essential role that education regarding the topic of water safety plays in preparing for drowning response, drowning prevention and recreational water-related injuries; and

**WHEREAS,** during the month of May, the Town of Marana's Splash Savvy campaign, in collaboration with state and local governments, community organizations, and private citizens, will engage communities throughout Arizona in a coordinated and comprehensive response.

**NOW, THEREFORE,** Mayor and the Marana Town Council do hereby declare May 2021 as,

**"Water Safety Month"**

and urge all communities and citizens of Arizona to participate in efforts to reduce drowning risk by preparing themselves and their families in the proper water safety response procedures that help to protect and save lives.

Dated this 4th day of May, 2021

Attest

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor

**Council-Regular Meeting** **C1**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**From:** Anita McNamara, Long-Range Planner

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Not Applicable

**Subject:** Resolution No. 2021-055: Relating to Development; approving a final plat for Whitney Farms Lots 1-10, located generally on the west side of North Whitney Lane and south of West Swanson Street. (Anita McNamara)

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**Discussion:**

**Request**
Coronado Engineering & Development, Inc. on behalf of Habitat for Humanity Tucson, Inc., is requesting the approval of a final plat consisting of 10 residential lots on approximately 2.13 acres located generally on the west side of North Whitney Lane and south of West Swanson Street. This plat is a resubdivision of Whitney Farms, Lots 1-12.

**Zoning**
The zoning for Whitney Farms is "A" Small Lot Zone. The "A" Small Lot Zone zoning allows single family residential detached homes on lots up to 2.5 acres. All 10 lots in the proposed subdivision are 9,280 square feet in size.

**Marana 2040 General Plan**
The 2040 General Plan designates this area as Traditional Neighborhood that accommodates single-family land uses.

**Transportation**
Each lot has frontage on North Whitney Lane, a public street. Whitney Lane is accessed from West Swanson Street, also a public street. North Whitney Lane is and existing 46-foot wide public right-of-way.

**Staff Recommendation:**

Staff has reviewed the request against the requirements of the Marana Town Code, the Land Development Code, and the Marana 2040 General Plan. This final plat is in substantial conformance with all required development regulations. Staff recommends approval to the Town Council.

**Suggested Motion:**

I move to adopt Resolution No. 2021-055, approving a final plat for Whitney Farms Lots 1-10.

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**Attachments**

Resolution 2021-055
Final Plat
Location Map
Application

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# MARANA RESOLUTION NO. 2021-055

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR WHITNEY FARMS LOTS 1-10, LOCATED GENERALLY ON THE WEST SIDE OF NORTH WHITNEY LANE AND SOUTH OF WEST SWANSON STREET

WHEREAS, on November 6, 2007, the Mayor and Town Council adopted Resolution No. 2007-188, approving the final plat for Whitney Farms Lots 1-12; and

WHEREAS Coronado Engineering, Inc., representing Habitat for Humanity Tucson, Inc., has applied for approval of a final plat for Whitney Farms Lots 1-10 located generally on the west side of North Whitney Lane and south of West Swanson Street; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on May 4, 2021, determined that the final plat for Whitney Farms Lots 1-10 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Whitney Farms Lots 1-10 Final Plat is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of May, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

# FINAL PLAT WHITNEY FARMS

## LOTS 1-10

BEING A RE-PLAT OF WHITNEY FARMS LOTS 1-12 RECORDED IN THE OFFICE OF THE PIMA COUNTY RECORDER IN BOOK 63 OF MAPS, PAGE 25-1

## GENERAL NOTES

1. THE GROSS AREA OF THIS PLAT IS 2.13 ACRE. (92,800 S.F.)
2. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 10
3. PROVIDED LOT SIZE: =9,280 SF
4. MAXIMUM ALLOWABLE LOT COVERAGE IS 40%
5. MAXIMUM ALLOWABLE BUILDING HEIGHT = 2 STORIES / 30'
6. BUILDING SETBACKS:
   FRONT: 20'
   SIDES: 5'
   SIDES (STREET): 10'
   REAR: 20'
7. PARKING REQUIRED IS 2 SPACES PER UNIT: 2 X 2 LOTS = 4 SPACES
8. ALL USES ARE SINGLE FAMILY RESIDENCE
9. BASIS OF BEARINGS: FOR THIS PROJECT IS N 89°42'48" E UPON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 33, T11S., R11E.. SAID LINE MONUMENTED AT EACH END WITH A 2-1/2 INCH DIAMETER "TOWN OF MARANA" BRASS DISK SET IN A HAND HOLE.
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW. NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
13. OBJECTS AND MATERIALS WITHIN SIGHT AND VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLAN 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.
14. 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.
15. 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.
16. THE TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS 0 MILE.
17. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRPORT NOISE AIRCRAFT OVERFLIGHTS. AVIGATION EASEMENT RECORDED AT DOCKET 13178, PAGE 837.
18. NOISE LEVEL REDUCTION SHALL BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF ALL STRUCTURES ON THIS PROPERTY TO ACHIEVE A MAXIMUM INTERIOR NOISE LEVEL OF FORTY-FIVE DECIBELS. THIS NOISE LEVEL REDUCTION SHOULD APPLY TO ALL RESIDENTIAL BUILDINGS, LIBRARIES, SCHOOLS, CHURCHES, OFFICE AREAS, AND TO ANY STRUCTURE WHERE NORMAL NOISE LEVELS ARE LOW. TO COMPLY WITH THIS SECTION, ALL STRUCTURES SHOULD BE CONSTRUCTED WITH A MINIMUM R18 EXTERIOR WALL ASSEMBLY, A MINIMUM R30 ROOF AND CEILING ASSEMBLY, DUAL GLAZED WINDOWS, AND SOLID WOOD, FORMATTED FILLED FIBERGLASS OR METAL DOORS TO THE EXTERIOR OF THE STRUCTURE.
19. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-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.
20. 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.
21. FEMA MAP=04019C1040L, FEMA SFHA ZONE X, FIRM MAP PANEL NO. 1040
22. THE EXISTING ZONING IS A (SMALL LOT ZONE)

## APPROVALS

BY _____ P.E. DATE_____
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER

BY _____ DATE_____
MARANA PLANNING DIRECTOR

BY _____ DATE_____
WASTE WATER MANAGEMENT AGENCY
MARANA WATER DIRECTOR

## CERTIFICATIONS

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

BY_____DATE_____
CLERK OF TOWN OF MARANA

## ASSURED WATER SUPPLY

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

BY_____ DATE_____
MARANA WATER DIRECTOR

Coronado Engineering & Development, Inc
1870 W. Prince Rd. Suite 33, Tucson, Az 85705
Phone: (520)622-6041
www.cedtucson.com

## ASSURANCES

ASSURANCES ARE NOT REQUIRED

THE TOWN OF MARANA DOES NOT REQUIRE THE SUBDIVIDER TO PROVIDE SUBDIVISION ASSURANCES FOR THIS SUBDIVISION. ANY SUBDIVISION IMPROVEMENTS REQUIRED BY ARIZONA REVISED STATUTES SECTION 9-463.01(C)(8) AND MARANA TOWN CODE SECTION 17-5-5 HAVE BEEN PROVIDED.

BY_____ _____
TOWN OF MARANA DATE

## DEDICATIONS

WE, UNDERSIGNED, HEREBY WARRANT THAT WE ARE THE ONLY PARTY HAVING ANY RECORD, TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

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

**HABITAT FOR HUMANITY TUCSON, INC.**, AN ARIZONA NONPROFIT CORPORATION

_____
BY: LISA COOKE, PRESIDENT

## ACKNOWLEDGMENTS

STATE OF ARIZONA )
SS
COUNTY OF PIMA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2021, BY LISA COOKE, PRESIDENT OF HABITAT FOR HUMANITY TUCSON, INC., AN ARIZONA NONPROFIT CORPORATION, ON BEHALF OF THE CORPORATION.

_____
NOTARY PUBLIC

## CERTIFICATION OF SURVEY

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

_____
AZ. REGISTRATION NUMBER

## CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

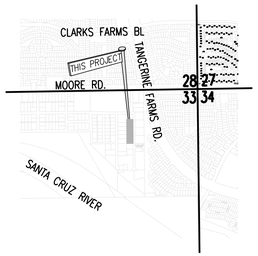
PAUL K. NZOMO P.E. AZ. REGISTRATION NUMBER 33446

Registered Professional Engineer
CERTIFICATE NO.
33446
PAUL
NZOMO
INITIAL REGISTRATION
01/28/99
Date Signed 04/23/21
ARIZONA, U.S.A.

EXP. 03/31/23

## RECORDING

SEQUENCE: _____
FEE: _____
STATE OF ARIZONA
COUNTY OF PIMA
I hereby certify that the instrument was filed for record at the request
Of: _____
Date: _____
Time: _____
Witness my hand and Official Seal
day and year above written.
GABRIELLA CAZARES-KELLY, County Recorder
BY: _____




## LOCATION MAP

SCALE: 3"=1 MILE
A PORTION OF SECTION 33 T11S R11E
G&SRM PIMA COUNTY ARIZONA

## LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- SECTION TIE DOWN LINE
- 1 FT NO ACCESS ESMT.
- EASEMENT
- STREET CENTERLINE
- EXISTING RIGHT OF WAY
- ADJACENT PROPERTY LINE
- FOUND PIN
- RESTRICTED ACCESS
- NEW SURVEY MONUMENT TO BE SET BY R.L.S.
- SECTION CORNER

## SHEET INDEX

SHEET 1: COVER SHEET/GENERAL NOTES
SHEET 2: PLAN SHEET

## OWNER/DEVELOPER

HABITAT FOR HUMANITY TUCSON INC
3501 N MOUNTAIN AVE.
TUCSON, AZ 85710-1925

## ADMINISRTATIVE ADDRESS

12683 N WHITNEY LANE
MARANA, AZ 85653-9367

**FINAL PLAT WHITNEY FARMS**
**LOTS 1-10**

BEING A RE-PLAT OF WHITNEY FARMS LOTS 1-12 RECORDED IN THE OFFICE OF THE PIMA COUNTY RECORDER IN BOOK 63 OF MAPS, PAGE 25-1

| DATE: 04/23/21 | SCALE: AS SHOWN | TOWN OF MARANA #: (PRV2012-004) PRV-06096F |
|---|---|---|

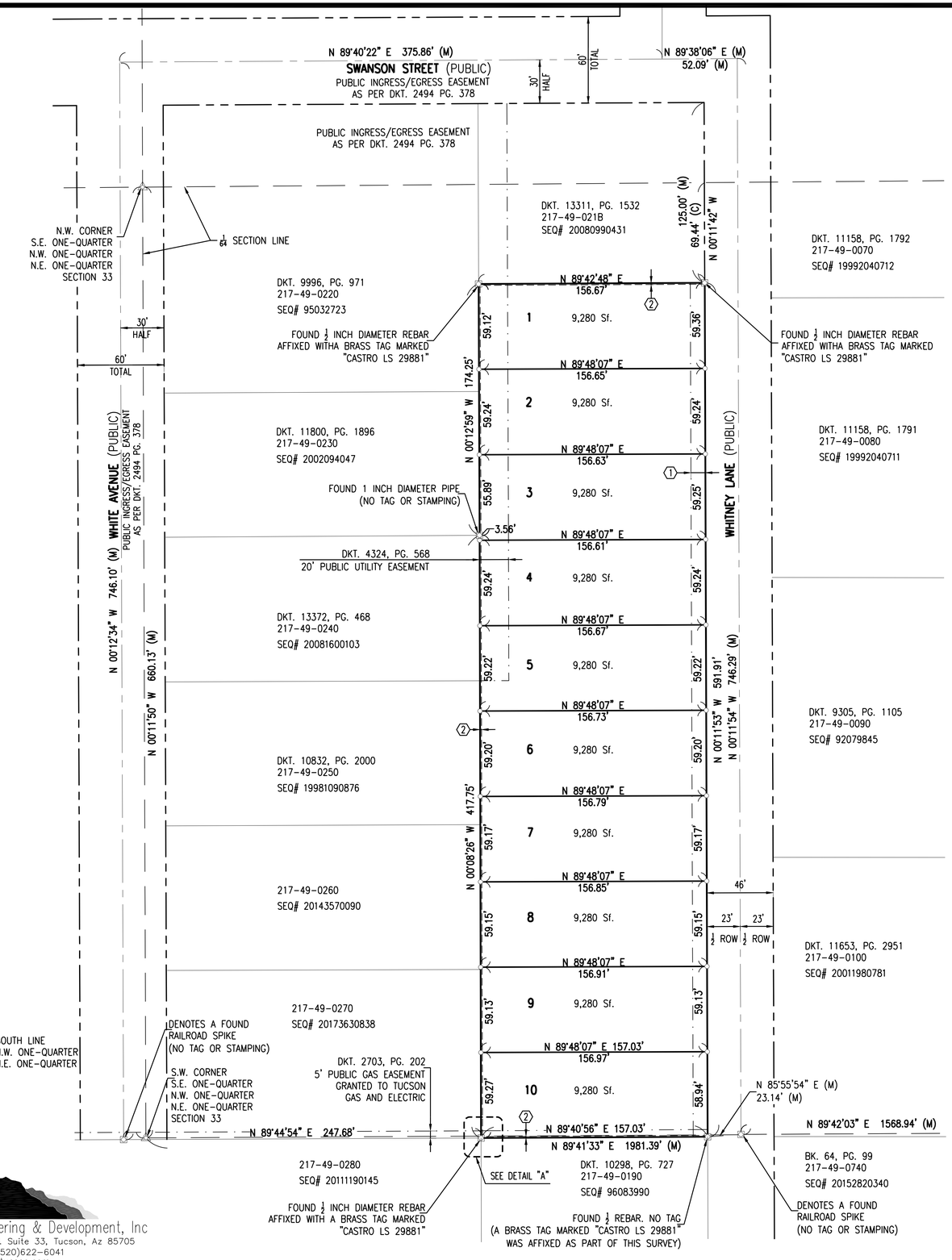
SEQ.#_____ SHEET 1 OF 2

SEQ.#_____

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C:\Civil\2021\2021105- Minor Subdivision in Marana\dwg\Whitney.dwg Plotted: Apr 23, 2021

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C:\Civil\CAD\2010\05 - Minor Subdivision at Marana\Plt\Whitney.dwg Plotted: Apr 23, 2021




SCALE: 1"=40'

0' 40' 80' 120'

## KEYNOTES

1. 5' PUBLIC GAS EASEMENT GRANTED TO TUCSON GAS AND ELECTRIC (DKT. 2703, PG. 202).
2. 1' PUBLIC NO VEHICLE ACCESS EASEMENT PER BK. 63; PG 25

Registered Professional Engineer
CERTIFICATE NO.
33446
RAUL
NZOMO
INITIAL REGISTRATION
01/28/99
ARIZONA, U.S.A.
EXP. 03/31/23

Coronado Engineering & Development, Inc
1870 W. Prince Rd. Suite 33, Tucson, Az 85705
Phone: (520)622-6041
www.cedtucson.com

# FINAL PLAT WHITNEY FARMS

**LOTS 1-10**

BEING A RE-PLAT OF WHITNEY FARMS LOTS 1-12 RECORDED IN THE OFFICE OF THE PIMA COUNTY RECORDER IN BOOK 63 OF MAPS, PAGE 25-1

| DATE: 04/23/21 | SCALE: 1"=40' | TOWN OF MARANA #: (PRV2012-004) PRV-06096F |
|---|---|---|

SEQ.#_____

SHEET 2 OF 2

SEQ.#_____

# Location Map



MARANA AZ

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

# PROJECT APPLICATION

## APPLICATION TYPE

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

## PROJECT INFORMATION

| | | |
|---|---|---|
| Project Name: WHITNEY FARMS REPLAT FINAL PLAT | | |
| Description of Project: REPLAT OF EXISTING 12 LOTS INTO 10 LOTS | Number of Lots: 10 | |
| Parcel No.(s): 217-49-0620 TO 0730 | Gross Area (Acres): 2.3 | |
| Project Address: parcels - 217-49-0620, 0630, 0640, 0650, 0660, 0670, 0680, 0690, 0700, 0710, 0720, 0730 | | |
| Ref. Project No.: Address - 12681, 12671, 12665, 12657, 12651, 12643, 12637, 12629, 12623, 12615, 12609, 12601 | | |

## CONTACT INFORMATION

| | | | |
|---|---|---|---|
| **Owner:** HABITAT FOR HUMANITY TUCSON | Contact Name: JOSHUA" JJ," SWINNEY | | |
| Address: 3501 N MOUNTAIN AVE | City: TUCSON | State: AZ | Zip: 85719 |
| Email: JJS@HABITATUCSON.ORG | Phone No.: (520) 326-1217 | | |
| **Applicant:** HABITAT FOR HUMANITY TUCSON | Contact Name: JJ | | |
| Address: 3501 N mountain | City: Tucson | State: AZ | Zip: 85719 |
| Email: JJS@habitattucson.org | Phone No.: 520-495-8282 | | |
| **Consultant/Engineer:** CORONADO ENG AND DEV IN | Contact Name: PAUL NZOMO | | |
| Address: 1870 W PRINCE ROAD, SUITE 33 | City: TUCSON | State: AZ | Zip: 85705 |
| Email: PAUL@CEDTUCSON.COM | Phone No.: (520) 622-6041 | | |

## 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.)

| JOSHUA "J.J." SWINNEY | | 12-14-2020 |
|---|---|---|
| Applicant Name (PRINT) | Signature | Date |

**FOR OFFICIAL USE ONLY** **Project No.** prv2012-004 **Date Received** 12/16/2020

Revision Date 03/29/2019

**Council-Regular Meeting** **C2**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**From:** Anita McNamara, Long-Range Planner

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Not Applicable

**Subject:** Resolution No. 2021-056: Relating to Development; approving a final plat for Honea Heights Lots 49A and 49B, located generally at the northeast corner of North Morgan Drive and West Sandy Street. (Anita McNamara)

---

**Discussion:**

**Request**
Coronado Engineering & Development, Inc. on behalf of Habitat for Humanity Tucson, Inc., is requesting the approval of a final plat consisting of 2 residential lots on approximately 0.33 acres located generally at the northeast corner of North Morgan Drive and West Sandy Street. The proposed plat is a resubdivision of lot 49 of the Honea Heights final plat.

**Zoning**
The zoning for Honea Heights Lots 49A and 49B is "A" Small Lot Zone. The "A" Small Lot Zone zoning allows single family residential detached homes on lots up to 2.5 acres. The two lots of the proposed subdivision are 7,194.5 square feet in size.

**Make Marana 2040 General Plan**
The 2040 General Plan designates this area as Traditional Neighborhood, which accommodates single-family land uses.

**Transportation**
Lot 49A has street frontage on both North Morgan Drive and West Sandy Street, while Lot 49B has street frontage on West Sandy Street only. Both North Morgan Drive and West Sandy Street are public streets. North Morgan Drive is 60-foot wide public right-of-way and West Sandy Street is a 30-foot wide public right-of-way.

**Staff Recommendation:**

Staff has reviewed the request against the requirements of the Marana Town Code, the Land Development Code, and the Marana 2040 General Plan. This final plat is in substantial conformance with all required development regulations. Staff recommends approval to the Town Council.

**Suggested Motion:**

I move to adopt Resolution No. 2021-056, approving a final plat for Honea Heights Lots 49A and 49B, located generally at the northeast corner of North Morgan Drive and West Sandy Street.

---

**Attachments**

Resolution 2021-056
Final Plat
Location Map
Application

---

# MARANA RESOLUTION NO. 2021-056

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR HONEA HEIGHTS LOTS 49A AND 49B, LOCATED GENERALLY AT THE NORTHEAST CORNER OF NORTH MORGAN DRIVE AND WEST SANDY STREET

WHEREAS, on September 23, 1957, the final plat for Honea Heights was recorded in the Office of the Pima County Recorder at Book 12 of Map and Plats at Page 58; and

WHEREAS Coronado Engineering, Inc., representing Habitat for Humanity Tucson, Inc., has applied for approval of a final plat for Honea Heights Lots 49A and 49B located at the northeast corner of North Morgan Drive and West Sandy Street; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on May 4, 2021, determined that the final plat for Honea Heights Lots 49A and 49B should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Honea Heights Lots 49A and 49B Final Plat is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of May, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

# FINAL PLAT-REPLAT OF LOT 49 OF HONEA HEIGHTS
# LOTS 49A & 49B

## GENERAL NOTES

1. THE GROSS AREA OF THIS PLAT IS 0.33 ACRE, 14,389 SF.
2. THE TOTAL NUMBER OF RESIDENTIAL LOT IS 2
3. PROVIDED LOT SIZE: MINIMUM =7,194.5 SF
4. MAXIMUM ALLOWABLE LOT COVERAGE IS 40%
5. MAXIMUM ALLOWABLE BUILDING HEIGHT = 2 STORIES / 30'
6. BUILDING SETBACKS:
   FRONT: 20'
   SIDES: 5'
   SIDES (STREET): 10'
   REAR: 20'
7. PARKING REQUIRED IS 2 SPACES PER UNIT: 2 X 2 LOTS = 4 SPACES
8. ALL USES ARE SINGLE FAMILY RESIDENCE
9. BASIS OF BEARINGS: FOR THIS PROJECT IS N 89°42'15" E, BASED UPON THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 11 EAST, SAID LINE ALSO BEING THE CENTRLINE OF MOORE ROAD. SAID LINE BEING MONUMENTD AT EACH END WITH A 2-1/2" BRASS SURVEY MONUMENT
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW. NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
13. OBJECTS AND MATERIALS WITHIN SIGHT AND VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLAN 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.
14. 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.
15. 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.
16. THE TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS 0 MILE.
17. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AIRCRAFT OVERFLIGHTS. AVIGATION EASEMENT RECORDED AT SEQUENCE NUMBER_____.
18. NOISE LEVEL REDUCTION SHALL BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF ALL STRUCTURES ON THIS PROPERTY TO ACHIEVE A MAXIMUM INTERIOR NOISE LEVEL OF FORTY-FIVE DECIBELS. THIS NOISE LEVEL REDUCTION SHOULD APPLY TO ALL RESIDENTIAL BUILDINGS, LIBRARIES, SCHOOLS, CHURCHES, OFFICE AREAS, AND TO ANY STRUCTURE WHERE NORMAL NOISE LEVELS ARE LOW. TO COMPLY WITH THIS SECTION, ALL STRUCTURES SHOULD BE CONSTRUCTED WITH A MINIMUM R18 EXTERIOR WALL ASSEMBLY, A MINIMUM R30 ROOF AND CEILING ASSEMBLY, DUAL GLAZED WINDOWS, AND SOLID WOOD, FORMATTED FILLED FIBERGLASS OR METAL DOORS TO THE EXTERIOR OF THE STRUCTURE.
19. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-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.
20. 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.
21. FEMA MAP=04019C1040L FEMA SFHA ZONE X, FIRM MAP PANEL NO. 1040
22. THE EXISTING ZONING IS A (SMALL LOT ZONE)

## APPROVALS

BY _____ P.E. DATE_____
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER

BY _____ DATE_____
MARANA PLANNING DIRECTOR

BY _____ DATE_____
WASTE WATER MANAGEMENT AGENCY
MARANA WATER DIRECTOR

## CERTIFICATIONS

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

BY_____DATE_____
CLERK OF TOWN OF MARANA

## ASSURED WATER SUPPLY

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

BY_____ DATE_____
MARANA WATER DIRECTOR


Coronado Engineering & Development, Inc
1870 W. Prince Rd. Suite 33, Tucson, Az 85705
Phone: (520)622-6041
www.cedtucson.com


## ASSURANCES

ASSURANCES ARE NOT REQUIRED

THE TOWN OF MARANA DOES NOT REQUIRE THE SUBDIVIDER TO PROVIDE SUBDIVISION ASSURANCES FOR THIS SUBDIVISION. ANY SUBDIVISION IMPROVEMENTS REQUIRED BY ARIZONA REVISED STATUTES SECTION 9-463.01(C)(8) AND MARANA TOWN CODE SECTION 17-5-5 HAVE BEEN PROVIDED.

BY_____ _____
TOWN OF MARANA DATE

## DEDICATIONS

WE, UNDERSIGNED, HEREBY WARRANT THAT WE ARE THE ONLY PARTY HAVING ANY RECORD, TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

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

**HABITAT FOR HUMANITY TUCSON, INC.**, AN ARIZONA NONPROFIT CORPORATION

_____
BY: LISA COOKE, PRESIDENT

## ACKNOWLEDGMENTS

STATE OF ARIZONA )
SS
COUNTY OF PIMA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2021, BY LISA COOKE, PRESIDENT OF HABITAT FOR HUMANITY TUCSON, INC., AN ARIZONA NONPROFIT CORPORATION, ON BEHALF OF THE CORPORATION.

_____
NOTARY PUBLIC

## CERTIFICATION OF SURVEY

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

_____
AZ. REGISTRATION NUMBER

## CERTIFICATION OF ENGINEERING

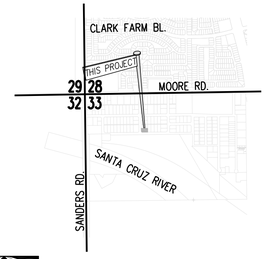
I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

PAUL K. NZOMO P.E. AZ. REGISTRATION NUMBER 33446

Registered Professional Engineer (Civil) CERTIFICATE NO. 33446 PAUL NZOMO INITIAL REGISTRATION 01/28/99 Date Signed 03/31/21 ARIZONA, U.S.A.
EXP. 03/31/23

## RECORDING

SEQUENCE: _____
FEE: _____
STATE OF ARIZONA
COUNTY OF PIMA
I hereby certify that the instrument was filed for record at the request
Of: _____
Date: _____
Time: _____
Witness my hand and Official Seal
day and year above written.
GABRIELLA CAZARES-KELLY, County Recorder
BY: _____




## LOCATION MAP

SCALE: 3"=1 MILE
A PORTION OF SECTION 33 T11S R11E
G&SRM PIMA COUNTY ARIZONA

## LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- SECTION TIE DOWN LINE
- EXISTING RIGHT OF WAY
- NEW SURVEY MONUMENT TO BE SET BY RLS
- RESTRICTED ACCESS
- FOUND PIN
- 1 FT NO ACCESS ESMT.
- SECTION CORNER

## SHEET INDEX


SHEET 1: COVER SHEET/GENERAL NOTES
SHEET 2: PLAN SHEET


## OWNER:

HABITAT FOR HUMANITY TUCSON INC
3501 N MOUNTAIN AVE.
TUCSON, AZ 85710-1925

**RE-SUBDIVISION OF LOT 49 OF HONEA HEIGHTS**
**LOTS 49A & 49B**

BEING A RE-SUBDIVISION OF LOT 49 RECORDED IN THE OFFICE OF THE PIMA COUNTY RECORDER IN BOOK 12 OF MAPS AND PLATS AT PAGE 58
SECTION 33, T11S, R11E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

| DATE: 04/23/21 | SCALE: AS SHOWN | TOWN OF MARANA #: PRV2012-003 |
|---|---|---|

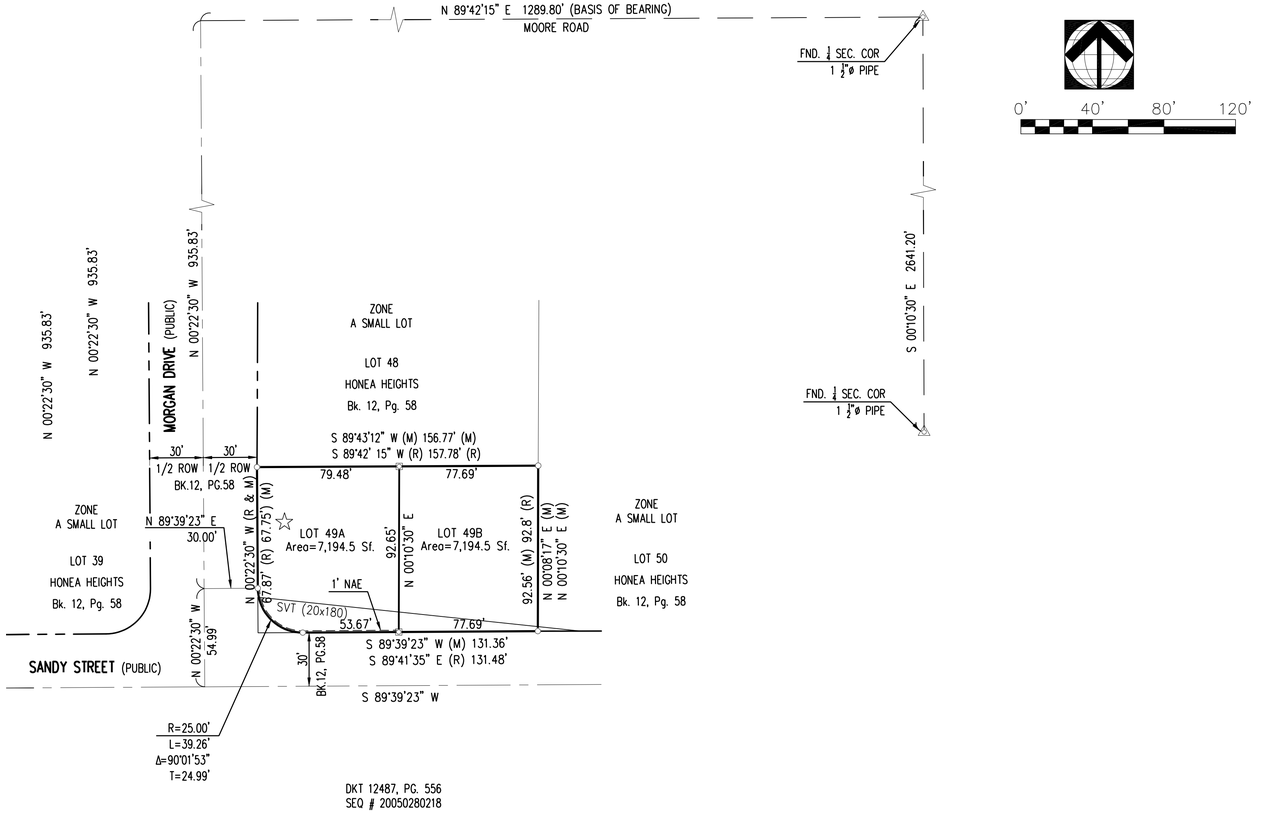
SEQ.#_____ SHEET 1 OF 2

SEQ.#_____


NOTE OF DRAWING AUTHORIZATION: THIS DRAWING IS A COPYRIGHT PROTECTED DOCUMENT PRODUCED BY COMPUTER AIDED DESIGN AND DRAFTING TECHNIQUES. MULTIPLE AND/OR UNAUTHORIZED COPIES OF DRAWING DATA FILES MAY EXIST. ANY USE, REUSE OR MODIFICATION OF THE DRAWING OR ITS DATA FILES WITHOUT THE APPROPRIATE AUTHORIZED SIGNED REGISTERED PROFESSIONAL ENGINEER'S (SEAL) AND WRITTEN VERIFICATION BY CORONADO ENGINEERING AND DEVELOPMENT, INC. IS PROHIBITED AND WILL BE AT THE USER'S RISK AND FULL LEGAL RESPONSIBILITY.
E:\Civil\CE\2021\05- Minor Subdivision in Marana\Plat\Morgan.dwg Plotted: Apr 23, 2021

NOTICE OF DRAWING AUTHORIZATION: THIS DRAWING IS A COPYRIGHT PROTECTED DOCUMENT PRODUCED BY COMPUTER AIDED DESIGN AND DRAFTING TECHNIQUES. MULTIPLE AND/OR UNAUTHORIZED COPIES OF DRAWING DATA FILES MAY EXIST. ANY USE, REUSE OR MODIFICATION OF THE DRAWING OR ITS DATA FILES WITHOUT THE APPROPRIATE AUTHORIZED SIGNED, REGISTERED PROFESSIONAL ENGINEER'S (EOR) AND WRITTEN VERIFICATION BY CORONADO ENGINEERING AND DEVELOPMENT, INC. IS PROHIBITED AND WILL BE AT THE USER'S RISK AND FULL LIABILITY.
C:\CAD\2021\2021D- Minor Subdivision in Marana\P\Morgan.dwg Plotted: Apr 23, 2021

SEQ.#_____




DKT 12487, PG. 556
SEQ # 20050280218

Coronado Engineering & Development, Inc
1870 W. Prince Rd. Suite 33, Tucson, Az 85705
Phone: (520)622-6041
www.cedtucson.com

Registered Professional Engineer (Civil)
CHARLES
33446
PAUL
NZOMO
INITIAL REGISTRATION
11/26/96
Date Signed 04/23/21
ARIZONA, U.S.A.
EXP. 03/31/23

# RE-SUBDIVISION OF LOT 49 OF HONEA HEIGHTS
# LOTS 49A & 49B

BEING A RE-SUBDIVISION OF LOT 49 RECORDED IN THE OFFICE OF THE PIMA COUNTY RECORDER IN BOOK 12 OF MAPS AND PLATS AT PAGE 58
SECTION 33, T11S, R11E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

| DATE: 04/23/21 | SCALE: 1"=40' | TOWN OF MARANA # PRV2012-003 |
|---|---|---|

SEQ.#_____ SHEET 2 OF 2

# Location Map



MARANA AZ

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

# PROJECT APPLICATION

## APPLICATION TYPE

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

## PROJECT INFORMATION

Project Name: HONEA HEIGHTS LOT 49 REPLAT FINAL PLAT

Description of Project: SPLIT LOT 49 INTO 2 LOTS | Number of Lots: 2

Parcel No.(s): ~~217-52-0950~~ 217-52-0850 | Gross Area (Acres): .33

Project Address: 12652 N MORGAN DR

Ref. Project No.:

## CONTACT INFORMATION

| | | | |
|---|---|---|---|
| **Owner:** HABITAT FOR HUMANITY TUCSON | Contact Name: JOSHUA" JJ," SWINNEY | | |
| Address: 3501 N MOUNTAIN AVE | City: TUCSON | State: AZ | Zip: 85719 |
| Email: JJS@HABITATUCSON.ORG | Phone No.: (520) 326-1217 | | |
| **Applicant:** HABITAT FOR HUMANITY TUCSON | Contact Name: JJ | | |
| Address: 3501 N. Mountain | City: Tucson | State: AZ | Zip: 85719 |
| Email: JJS@habitattucson.org | Phone No.: 520-495-8282 | | |
| **Consultant/Engineer:** CORONADO ENG AND DEV IN | Contact Name: PAUL NZOMO | | |
| Address: 1870 W PRINCE ROAD, SUITE 33 | City: TUCSON | State: AZ | Zip: 85705 |
| Email: PAUL@CEDTUCSON.COM | Phone No.: (520) 622-6041 | | |

## 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.)

| JOSHUA "J.J." SWINNEY | | 12-14-2020 |
|---|---|---|
| Applicant Name (PRINT) | Signature | Date |

**FOR OFFICIAL USE ONLY** **Project No.** PRV2012-003 **Date Received** 12/14/2020

Revision Date 03/29/2019

**Council-Regular Meeting** **C3**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**From:** Brian Varney, Senior Planner

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Not Applicable

**Subject:** Resolution No. 2021-057: Relating to Development; approving a preliminary plat for Gladden Farms Blocks 28 and 34, Lots 1-314 and Common Area "A-1" - "A-9" (Landscape, Utilities, Drainage, and Grading) and "B-1" - "B-8" (Recreation, Landscape, Utilities, Drainage and Grading) located north of Mike Etter Boulevard and southwest of Clark Farms Boulevard (Brian D. Varney)

---

**Discussion:**

**Request**
Rick Engineering, on behalf of Crown West Realty LLC, is requesting a recommendation to the Marana Town Council for approval of a preliminary plat consisting of 314 residential lots and common areas "A-1" - "A-9" (Landscape, Utilities, Drainage, and Grading) and "B-1" - "B-8" (Recreation, Landscape, and Utilities, Drainage, and Grading) on approximately 58.77 acres within the Gladden Farms II development.

**Location**
The subdivision is proposed within Blocks 28 and 34 of the Final Block Plat for Gladden Farms Blocks 26-43 and is located north of Mike Etter Boulevard and southwest of Clark Farms Boulevard.

**Zoning**
Blocks 28 and 34 are zoned F (Specific Plan - Gladden Farms II) with a land use designation of Transitional (TR). The Transitional land use permits small-lot, single-family detached homes with a minimum lot size of 3,500 square feet. This subdivision proposes a minimum lot size of 4,776 square feet, a maximum of 7,336 square feet, and an average lot size of 6,430 square feet.

**Access and Traffic Circulation**
The subdivision will be directly accessed off of both Mike Etter Boulevard and Clark Farms Boulevard. Roadway connections are also proposed with Block 27 to the north and Block 33 to the west. The Town's 42-foot wide right-of-way street section is proposed for the typical internal street, and the 60-foot right-of-way street section is proposed for the divided roadway at both primary points of ingress / egress.

**Park Requirements**
The Gladden Farms II Specific Plan requires a minimum of 185 square feet of on-site recreation area per single-family detached residence. This subdivision is required to provide a minimum of 58,090 square feet of recreation area. The active recreation areas are planned for Common Areas "B-1" and "B-7" and total approximately 63,213. Additional recreation amenities are proposed in the form of the typical multi-use paths throughout the subdivision.

**Neighborhood Design Plan**
The Gladden Farms II Specific Plan, adopted by Town Council per Ordinance 2006.03 on March 7, 2006, will serve as the neighborhood design plan for the development of blocks 26 through 43 within the Gladden Farms II Specific Plan area.

**Planning Commission**
The preliminary plat was scheduled to be considered by the Marana Planning Commission on April 28, 2021. This report was finalized and submitted prior to the Planning Commission meeting, and the Commission's recommendation had not yet been determined. The Town Council will be informed of the Planning Commission's recommendation prior to voting on this request.

**Staff Recommendation:**

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

**Suggested Motion:**

I move to adopt Resolution No. 2021-057 approving the preliminary plat for Gladden Farms Blocks 28 and 34, Lots 1-314 and Common Areas "A-1" - "A-9" (Landscape, Utilities, Drainage, and Grading) and "B-1" - "B-8" (Recreation, Landscape, Utilities, Drainage, and Grading).

---

**Attachments**

Resolution 2021-057
PRV2101-002 GF 28/34 PP
PRV2101-002 GF 28 / 34 PP Map
PRV2101-002 GF 28/34 PP Landscape Concept

# MARANA RESOLUTION NO. 2021-057

RELATING TO DEVELOPMENT; APPROVING A PRELIMINARY PLAT FOR GLADDEN FARMS BLOCKS 28 AND 34, LOTS 1-314 AND COMMON AREA "A-1" – "A-9" (LANDSCAPE, UTILITIES, DRAINAGE, AND GRADING) AND "B-1" – "B-8" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE, AND GRADING) LOCATED NORTH OF MIKE ETTER BOULEVARD AND SOUTHWEST OF CLARK FARMS BOULEVARD

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

WHEREAS, on May 16, 2007, the Mayor and Town Council adopted Resolution No. 2007-75, approving the final block plat for Gladden Farms Blocks 26-43; and

WHEREAS, Rick Engineering, representing Crown West Realty, LLC has applied for approval of a preliminary plat for a 314-lot single-family residential subdivision within Blocks 28 and 34 of the Gladden Farms Blocks 26-43 block plat located north of Mike Etter Boulevard and southwest of Clark Farms Boulevard; and

WHEREAS the Mayor and Town Council, at its May 4, 2021 meeting, determined that the preliminary plat for Gladden Farms Block 28 and 34 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the preliminary plat for Gladden Farms Blocks 28 and 34, Lots 1-314 and Common Area "A-1" – "A-9" (Landscape, Utilities, Drainage, and Grading) and "B-1" – "B-8" (Recreation, Landscape, Utilities, Drainage, and Grading) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of May, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCHD3" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

## BASIS OF ELEVATION

PIMA COUNTY OPUS CONTROL POINT 11S11E_17. A "+" ON THE SOUTHEAST CORNER OF A CONCRETE BOX W/GRATE. 41'+/- NORTHWEST OF THE WEST QUARTER SECTION 35 AND 16'+/- SOUTH OF THE SOUTHEAST CORNER OF A WELL SITE. ELEVATION = 2011.61 (NAVD 88)

## GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 58.77 ACRES; 2,560,041 SF.

2. THE EXISTING ZONING IS F (SPECIFIC PLAN - GLADDEN FARMS II) PER ORDINANCE NO. 2006.03. THE LAND USE DESIGNATION IS TRANSITIONAL (TR).

3. THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE GLADDEN FARMS II SPECIFIC PLAN ADOPTED BY MARANA ORDINANCE NO. 2006.03 ON MARCH 7, 2006, AS AMENDED BY THE FIRST AMENDMENT ADOPTED BY MARANA BY ORDINANCE NO. 2006.35 ON DECEMBER 19, 2006 AND THE SECOND AMENDMENT ADOPTED BY MARANA ORDINANCE NO. 2018.006 ON MARCH 6, 2018.

   THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS AND AGREEMENTS OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2006-38, THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2006-218, THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2018-074, THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2018-100, THE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2019-122 AND THE FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2020-134.

4. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 314. DENSITY IS 5.34 RAC.

5. PER THE TRANSITIONAL DESIGNATION OF THE GLADDEN FARMS II SPECIFIC PLAN, THE MINIMUM LOT SIZE IS 3,500 SF, THE AVERAGE LOT SIZE IS 6,430 SF AND THE MAXIMUM LOT SIZE IS 7,336 SF FOR SMALL LOT SINGLE-FAMILY DETACHED. THE MINIMUM LOT SIZE IN THIS SUBDIVISION IS 4,776 SF.

6. MINIMUM SITE SETBACKS:

   FRONT: 10 FEET.
   -MAY BE REDUCED TO 5 FEET WITH REAR OR SIDE-LOADED GARAGE•
   -FRONT PORCH: 5 FEET•
   -FRONT-LOADED GARAGE: 20 FEET
   -SIDE-LOADED GARAGE: 5 FEET•
   •MAY NOT ENCROACH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED
   SIDE: 0 FEET.
   -MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT Z-LOT LINES.
   -ACCESSORY STRUCTURES: 5 FEET
   REAR: 10 FEET
   -MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE.
   -PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES

7. MAXIMUM BUILDING HEIGHT ALLOWED IS 30 FEET.

8. MAXIMUM LOT COVERAGE IS 55%.

9. PARKING SPACES REQUIRED: 2 OFF-SITE SPACES PER UNIT WITHIN A FULLY ENCLOSED GARAGE = 628 SPACES.
   PARKING SPACES PROVIDED: 2 PER GARAGE & 2 PER DRIVEWAY = 1,256 SPACES.

10. APPROXIMATE AREA OF PARKS, DRAINAGEWAYS, NATURAL OPEN SPACES AND OTHER PROPOSED NON-RESIDENTIAL:

    COMMON AREA "A" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 0.84 AC OR 36,504 SF
    COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING ) IS 11.47 AC OR 499,822 SF

11. THE DESIGN SPEED FOR THESE STREETS IS 25 MPH. THE DESIGN VEHICLE IS WB-40.

12. ALL WALLS SHALL BE CONSTRUCTED OF, OR PAINTED, WITH GRAFFITI-RESISTANT MATERIALS.

13. ALL SIGNAGE TO BE APPROVED UNDER SEPARATE PERMIT.

14. THE DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.

15. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.

16. THE GLADDEN FARMS COMMUNITY ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS, AND COMMON AREAS.

17. TOTAL MILES OF NEW PUBLIC STREETS IS: 1.77 MILES

18. 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.

## GENERAL NOTES - CONTINUED

19. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE HOMEOWNER'S ASSOCIATION SHALL REVIEW AND APPROVE ALL INSTALLATIONS WITHIN THE RIGHTS-OF-WAY PRIOR TO AND UPON COMPLETION, AS THESE ITEMS WILL BE REGULATED UNDER THE LICENSE AGREEMENT EXECUTED BETWEEN THE HOMEOWNER'S ASSOCIATION AND THE TOWN OF MARANA.

20. 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.

21. ALL EXTERIOR LIGHTING SHALL BE PER THE CURRENTLY ADOPTED TOWN OF MARANA OUTDOOR LIGHTING CODE.

22. THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY.

23. THIS PROJECT LIES WITHIN THE PLANNED WASTEWATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT.

24. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND THE ARIZONA STATE MUSEUM MUST BE CONTACTED IMMEDIATELY AT (520) 621-4795, PURSUANT TO A.R.S.§ 41-865.

25. CONTRACTOR SHALL CALL IN AN ARIZONA 811 REQUEST AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY OR HEAVY EQUIPMENT TRAVEL WITHIN 25' OF THE EL PASO NATURAL GAS PIPELINE, AND ARRANGE FOR AN EPNG STANDBY.

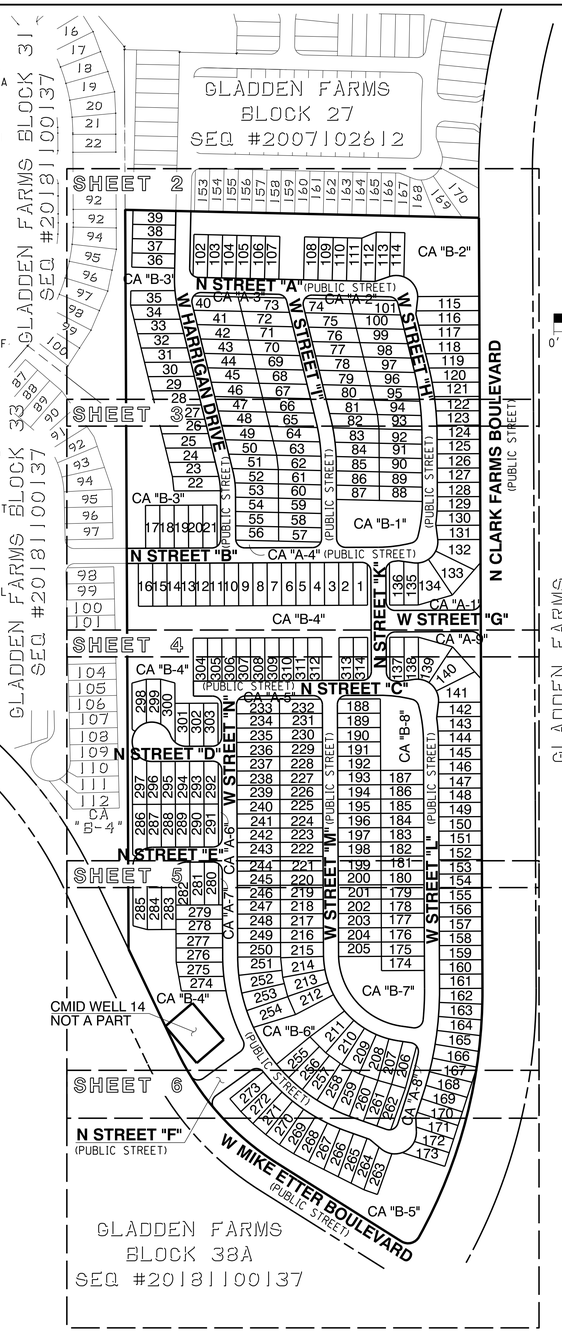
26. AN AGREEMENT FOR THE CONSTRUCTION OF FACILITIES UNDER PRIVATE CONTRACT MUST BE OBTAINED BEFORE ANY WATER UTILTIES ARE INSTALLED WITHIN THIS SUBDIVISION.

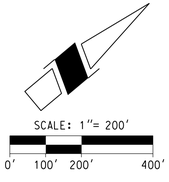
27. THE DEVELOPER, ITS SUCCESORS AND ASSIGNS, WILL CONVENANT TO HOLD CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATERS USERS' ASSOCATION ("CMID/CWUA"), IT SUCCESSORS, ASSIGNS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THIS PROPERTY DEPICTED ON THIS PLAT NOW AN IN THE FUTURE, BY REASON OF IRRIGATION FACILITY LEAKAGE, OVERTOPPING, OR FAILURES.

28. ALL CMID/CWUA EASEMENTS WITHIN THIS PLAT AND ADJACENT THERETO SHALL MAINTAIN ALL SUPERIOR PRIOR RIGHTS AND COVENANTS AND MAINTAIN THOSE EXCLUSIVE RIGHTS IN PERPETUITY WITH NO ENCUMBRANCE UNLESS AUTHORIZED BY CMID/CWUA IN WRITING.

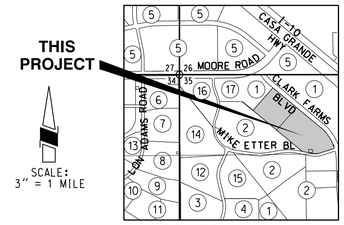
**FOR MISCELLANEOUS NOTES SEE SHEET 6**

## APPROVAL




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




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

## OWNER/DEVELOPER

FIDELITY NATIONAL TITLE TRUST 60423
ATTN: CROWN WEST REALTY LLC
3808 NORTH SULLIVAN ROAD
BUILDING N15-202
SPOKANE VALLEY, WA 99216-1615
(520) 888-3962
CONTACT: DEAN WINGERT

## SHEET INDEX

1 COVER SHEET
2-6 PRELIMINARY PLAT SHEETS

## LEGEND

| ITEM | SYMBOL |
|---|---|
| CENTERLINE | |
| QUARTER SECTION LINE | |
| EXIST BCSM | |
| SUBDIVISION BOUNDARY | |
| PROPERTY LINE | |
| EXIST ROW LINE | |
| EASEMENT BOUNDARY | |
| EXIST CONTOUR LINE | 2758 |
| EXIST SPOT ELEVATION | X 2751.1 |
| LANDSCAPE BUFFERYARD LIMITS | |
| DRIVEWAY ORIENTATION | |
| EXIST PAVEMENT EDGE | |
| EXIST SEWER LINE W/MH | S |
| EXIST WATERLINE W/VALVE | W |
| EXIST UNDERGROUND LINE | E |
| EXIST GAS LINE | G |
| PROPOSED STORM DRAIN W/MH | |
| PROPOSED SEWER W/MH | |
| PROPOSED SEWER MANHOLE DATA | RIM 50.2 / 1, IE 43.2 (RIM ELEVATION / INVERT ELEVATION) |
| PROPOSED SEWER MAIN, LENGTH AND SLOPE | 100' @ 1.00% |
| FLOW ARROW | |
| APPROX FINISH SURFACE | FS 00.0 |
| EXIST GRADE | (0.00) |
| APPROX FINISH GRADE | FG 00.0 |
| PROPOSED SLOPE | |
| CURB ACCESS RAMPS | |
| SIGHT VISIBILITY TRIANGLE | |
| RIP RAP | |
| DRYWELL | |

## ADMINISTRATIVE ADDRESS

10332 WEST MIKE ETTER BOULEVARD MARANA, AZ 85653

Registered Professional Engineer
CERTIFICATE NO.
28674
BRUCE PATON
Date Signed
ARIZONA U.S.A.

# PRELIMINARY PLAT FOR
# GLADDEN FARMS BLOCKS 28 & 34

LOTS 1-314 & COMMON AREA "A-1"-"A-9" & "B-1"-"B-8"

COMMON AREA "A-1 THRU "A-9" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-8" (RECREATION LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

BEING A RESUBDIVISION OF BLOCKS 28 AND 34 OF GLADDEN FARMS 28,31-34, 37, 38 42 AND 43, SEQ#20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

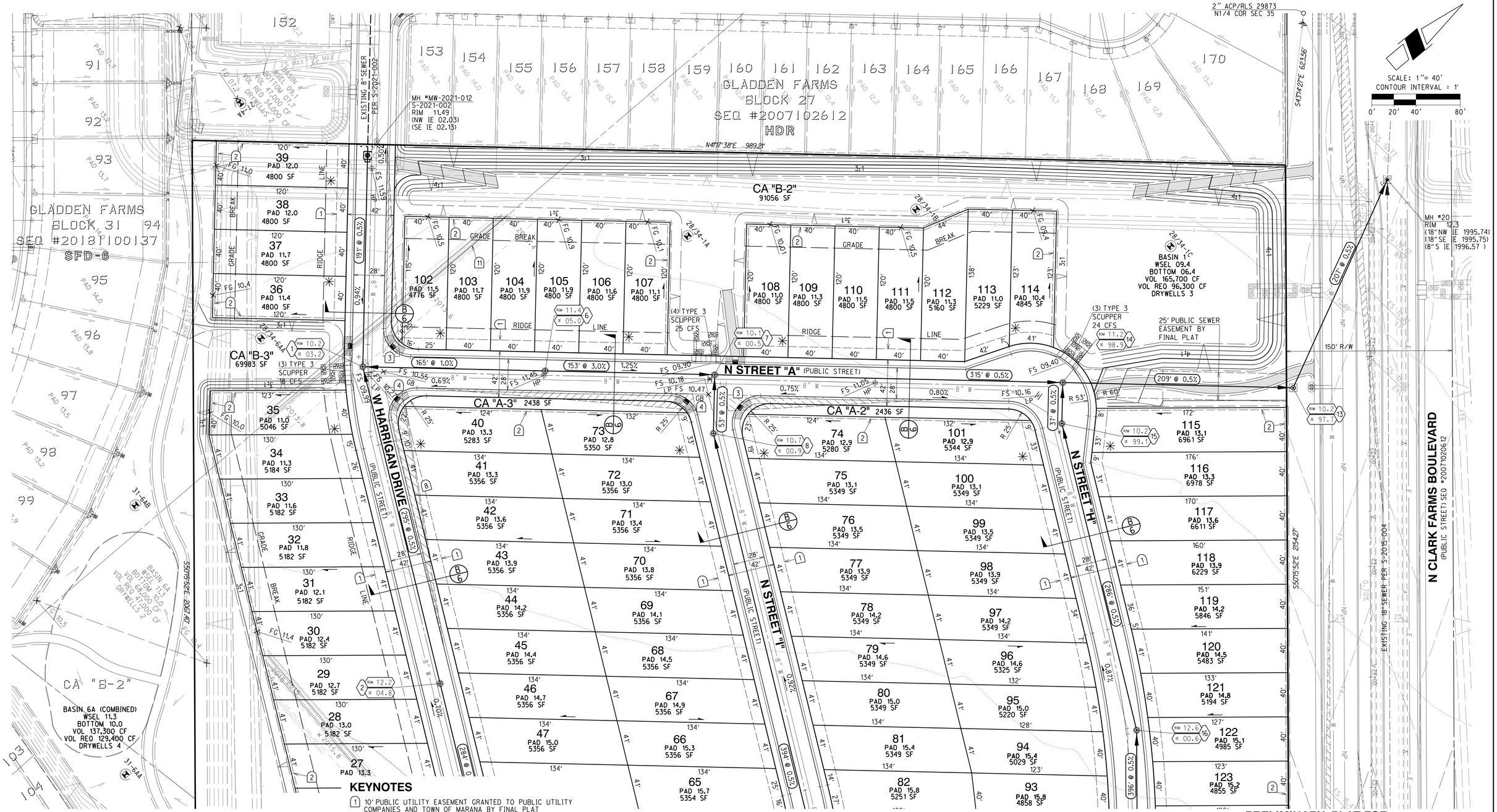
PRV1710-002
PCZ1708-002
PCZ-05028

PRV2101-002
SHEET 1 OF 6

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## KEYNOTES

1. 10' PUBLIC UTILITY EASEMENT GRANTED TO PUBLIC UTILITY COMPANIES AND TOWN OF MARANA BY FINAL PLAT
2. 1' PUBLIC NO ACCESS EASEMENT GRANTED BY FINAL PLAT
3. 15'x190' SIGHT VISIBILITY TRIANGLE (FAR SIDE)
4. 15'x240' SIGHT VISIBILITY TRIANGLE (NEAR SIDE)
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11. EXIST CMID DITCH TO BE REMOVED

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PATON
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PRV2101-002
SHEET 2 OF 6

SEE SHEET 2




SEE SHEET 4

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# PRELIMINARY PLAT FOR
# GLADDEN FARMS
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## LOTS 1-314 & COMMON AREA "A-1"-"A-9" & "B-1"-"B-8"

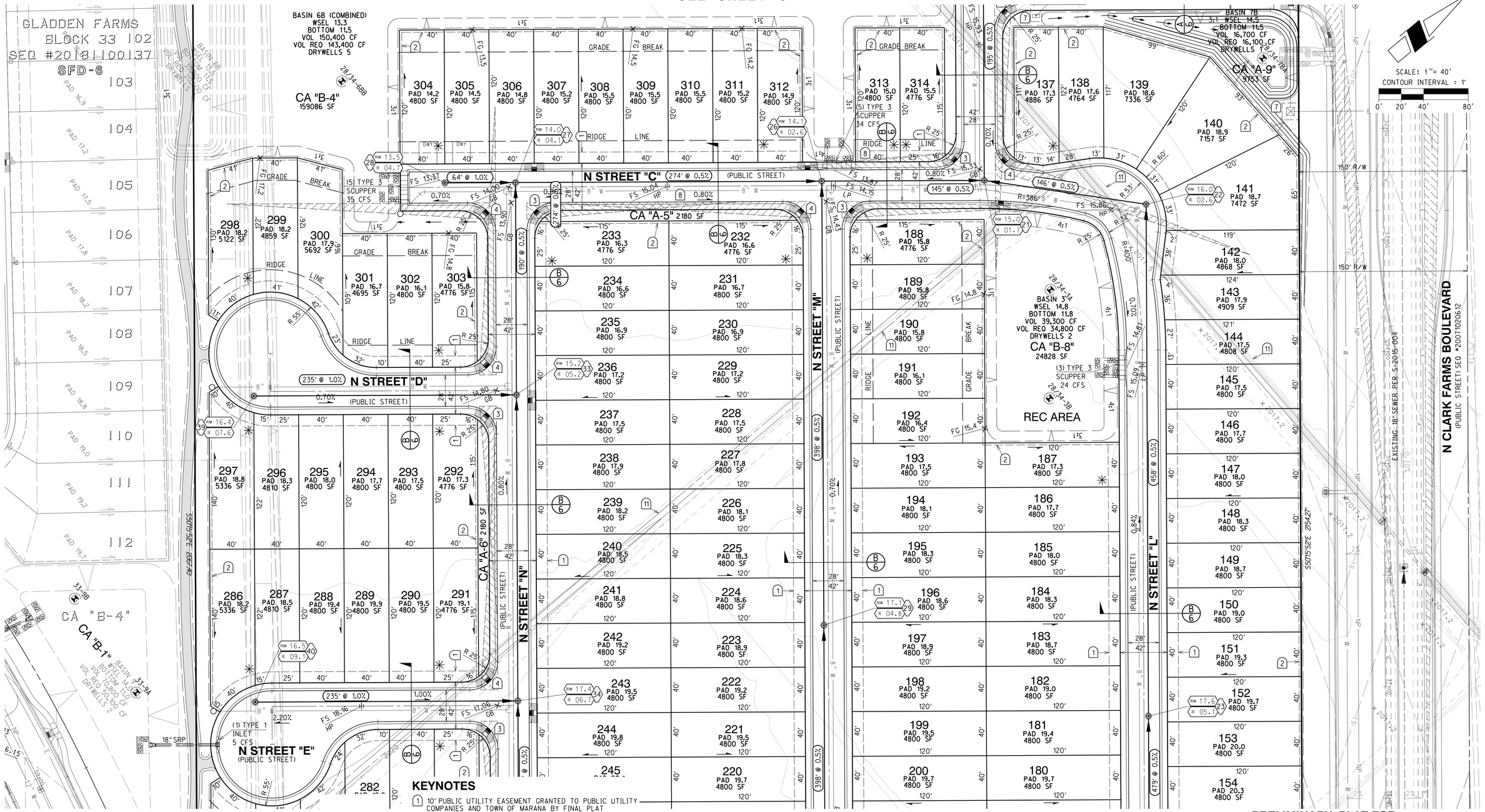
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Registered Professional Engineer
CERTIFICATE NO.
28674
BRUCE
PATON
Date Signed
ARIZONA U.S.A.

PRV2101-002
SHEET 3 OF 6

SEE SHEET 3




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SEE SHEET 5

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PRV2101-002
SHEET 4 OF 6

SEE SHEET 4




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11. EXIST CMID DITCH TO BE REMOVED
12. 6' HIGH MASONRY SCREEN WALL (TYP)
13. 15' WIDE DOUBLE GATE
14. 16' WIDE PAVED ACCESS
15. 23' WIDE ACCESS EASEMENT TO CMID

SEE SHEET 6

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**PRELIMINARY PLAT FOR**

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SHEET 5 OF 6

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## MISCELLANEOUS NOTES

1. ALL ROADS AND DRAINAGE IMPROVEMENTS WITHIN OR ADJACENT TO THIS SUBDIVISION SHALL BE CONSTRUCTED ACCORDING TO PLANS AS REVIEWED AND APPROVED BY THE TOWN OF MARANA.

2. APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.

3. THIS PROJECT IS SUBJECT TO ALL APPLICABLE TRANSPORTATION, WATER RESOURCE, WATER INFRASTUCTURE, WASTEWATER INFRASTRUCTURE AND PARK IMPACT FEES, DUE UPON BUILDING PERMIT ISSUANCE FOR EACH LOT.

4. NO FURTHER LOT SPLITTING OR SUBDIVIDING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

5. ALL RIP RAP AND EROSION PROTECTION ROCK SHALL BE CORONADO BROWN IN COLOR.

6. POTENTIAL BUYERS ARE ADVISED THAT THIS PROJECT FALLS IN THE AIRPORT INFLUENCE AREA AND IS SUBJECT TO FREQUENT OVERFLIGHT BY GENERAL AVIATION AIRCRAFT. AN AVIATION EASEMENT WAS RECORDED WITH THE BLOCK PLAT AT DOCKET 13063, PAGE 4202.

7. PER SECTION 6.6 OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT, THE DEVELOPER SHALL PAY FOR BANK PROTECTION AS SET FORTH HEREINAFTER. THEREFORE, THIS RESIDENTIAL SUBDIVISION PLAT SHALL BE REQUIRED TO PAY THEIR TOTAL OBLIGATION, OF $18,625.88. PRIOR TO RELEASE OF ASSURANCES. WITHIN BLOCKS THAT ARE NOT SUBDIVIDED AND A DEVELOPMENT PLAN IS THE ONLY PROCESS, THE OBLIGATION FOR THOSE BLOCKS SHALL BE PAID PRIOR TO DEVELOPMENT PLAN APPROVAL.

8. PER SECTION 6.5 OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT, A VOLUNTARY SCHOOL IMPROVEMENT IN-LIEU FEE OF $1,200 PER LOT SHALL BE PAID TO THE MARANA UNIFIED SCHOOL DISTRICT UPON THE ISSUANCE OF BUILDING PERMITS FOR EACH INDIVIDUAL RESIDENTIAL UNIT WITHIN THIS BLOCK.

9. THIS PLAT FALLS UNDER THE REQUIREMENTS OF THE GLADDEN FARMS II SPECIFIC PLAN. IF AN ISSUE, CONDITION OR SITUATION ARISES FROM THIS PLAN THAT IS NOT COVERED OR PROVIDED FOR IN THE SPECIFIC PLAN, THOSE REGULATIONS IN THE TOWN OF MARANA LAND DEVELOPMENT CODE THAT ARE APPLICABLE FOR THE MOST SIMILAR ISSUE, CONDITION OR SITUATION SHALL BE USED BY THE PLANNING DIRECTOR AS THE GUIDELINES TO RESOLVE THE UNCLEAR ISSUE, MATTER OR SITUATION.

10. PER THE GLADDEN FARMS II SPECIFIC PLAN SECTION III.L OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.S/B 5.D DEVELOPMENT STANDARDS - SMALL LOT SINGEL FAMILY DETACHED OF THE 'TR' LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS SHALL BE 185 SF PER SINGLE FAMILY RESIDENCE. THIS PROJECT WITH 314 LOTS SHALL REQUIRE 58,090 SF OF DEVELOPED RECREATIONAL AREA. 88,041 SF IS PROVIDED IN COMMON AREA "B-1", "B-7" AND "B-8".

11. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO BEGINNING COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.

12. ANY BUILDING OVER 3,600 SQUARE FEET UNDER ONE ROOF MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ANY BUILDING HAVING LIMITED ACCESS IN EXCESS OF 150 FEET, OR 12% ACCESS GRADE, OR LOW CLEARANCE, MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ALL HYDRANTS SHALL BE INSTALLED AND TESTED AND ACCESSIBLE VIA AN ALL WEATHER ACCESS ROAD PRIOR TO ANY COMBUSTIBLE CONSTRUCTION.

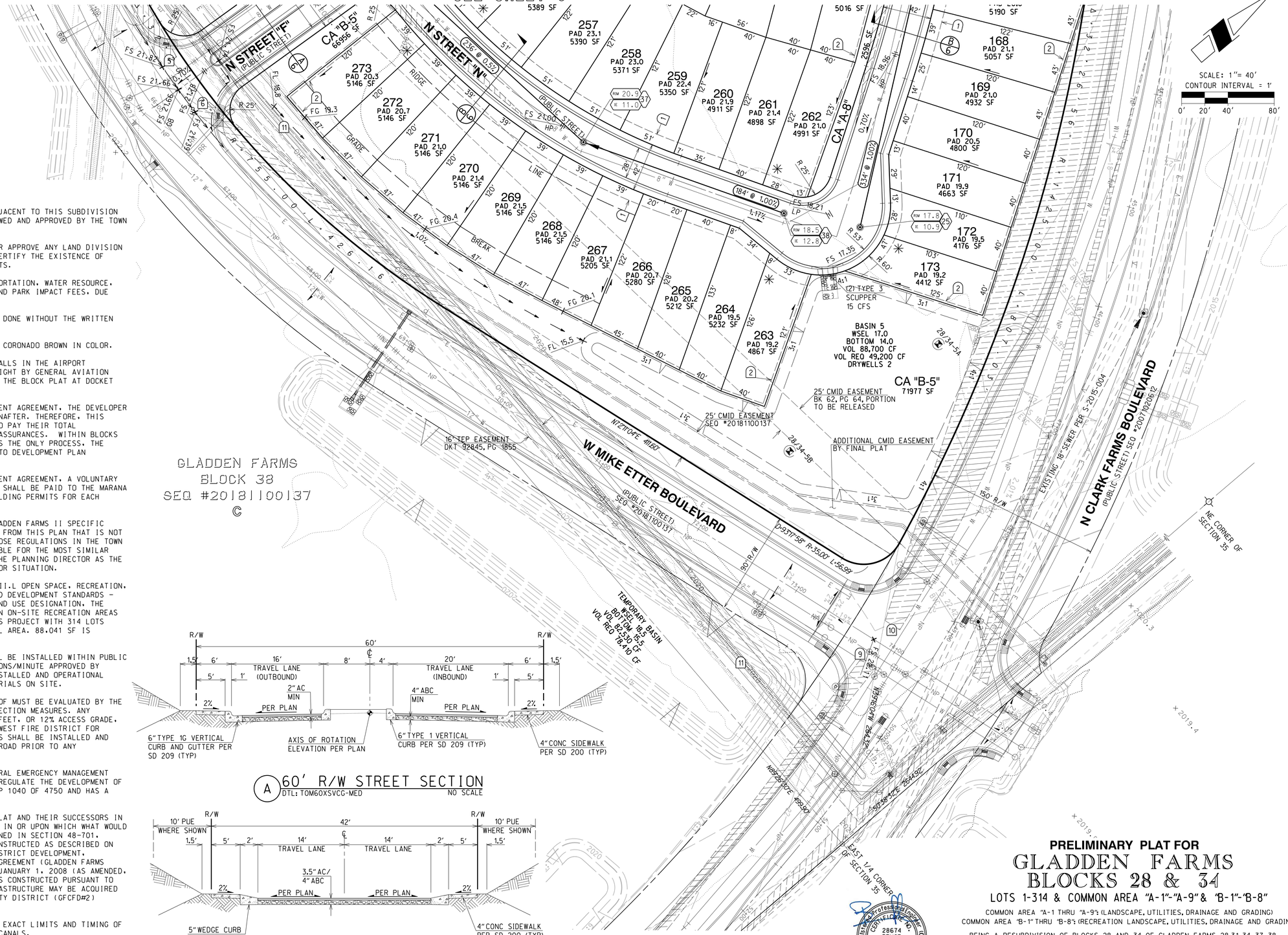
13. THIS PROPOSED SUBDIVISION IS LOCATED IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 500-YR FLOODPLAIN, WHICH DOES NOT REGULATE THE DEVELOPMENT OF THIS PROJECT. THE SUBDIVISION IS WITHIN DFIRM MAP 1040 OF 4750 AND HAS A FEMA FLOODPLAIN DESIGNATION OF SHADED ZONE X.

14. THE SUBDIVIDING LAND OWNERS DESIGNATED ON THIS PLAT AND THEIR SUCCESSORS IN INTEREST RETAIN AN INTEREST IN THE REAL PROPERTY IN OR UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED) MAY BE CONSTRUCTED AS DESCRIBED ON THE FINAL SUBDIVISION PLAT. PURSUANT TO THE DISTRICT DEVELOPMENT, FINANCING, PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT) DATED JANUARY 1, 2008 (AS AMENDED, THE GFCFD#2 DA"), IF THE PUBLIC INFRASTRUCTURE IS CONSTRUCTED PURSUANT TO THE GFCFD#2 DA, THE INTEREST AND THE PUBLIC INFRASTRUCTURE MAY BE ACQUIRED BY THE GLADDEN FARMS (PHASE II) COMMUNITY FACULTY DISTRICT (GFCFD#2) PURSUANT TO THE GFCFD#2 DA.

15. CONTRACTOR TO COORDINATE WITH OWNER TO DETERMINE EXACT LIMITS AND TIMING OF REMOVALS OF EXISTING FARM ACCESS AND IRRIGATION CANALS.


RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5078
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver


© 2021 Rick Engineering Company







A 60' R/W STREET SECTION
DTL: TOM60XSVCG-MED NO SCALE




B 42' R/W STREET SECTION
DTL: TOM46XSRC NO SCALE

Registered Professional Engineer
CERTIFICATE NO.
28674
BRUCE PATON
Date Signed
ARIZONA U.S.A.

# PRELIMINARY PLAT FOR
# GLADDEN FARMS BLOCKS 28 & 34

LOTS 1-314 & COMMON AREA "A-1"-"A-9" & "B-1"-"B-8"

COMMON AREA "A-1 THRU "A-9" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-8" (RECREATION LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

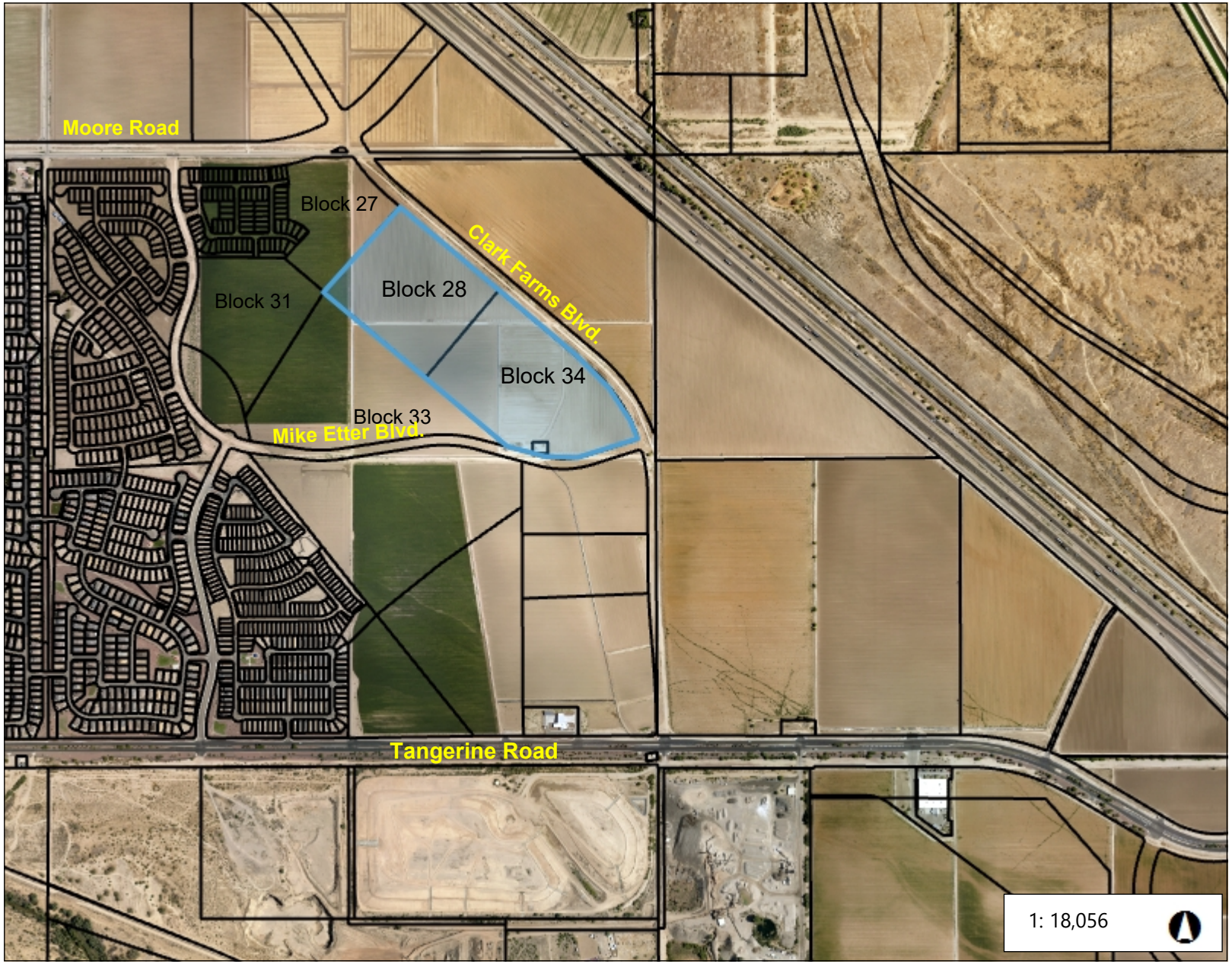
BEING A RESUBDIVISION OF BLOCKS 28 AND 34 OF GLADDEN FARMS 28,31-34, 37, 38 42 AND 43, SEQ#20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV2101-002
SHEET 6 OF 6

C:\RICK\Projects\RickStandards\Bentley\Bentley SS3\CorpStds_2005\Workspace\Projects\TUC CorpStds 2005\pltcfg\Scripts\TUC_Hybrid.dscript \\cp.rickeng.com\projects\T_TUC_G\GLADDEN_II\5078_Blocks_28_34\Civil\5078pp06.dgn 16-MAR-2021 16:10

**Town of Marana Planning**

PRV2101-002 Gladden Farms Blocks 28 and 34 Preliminary Plat






Legend

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

Notes

0.6 0 0.28 0.6 Miles

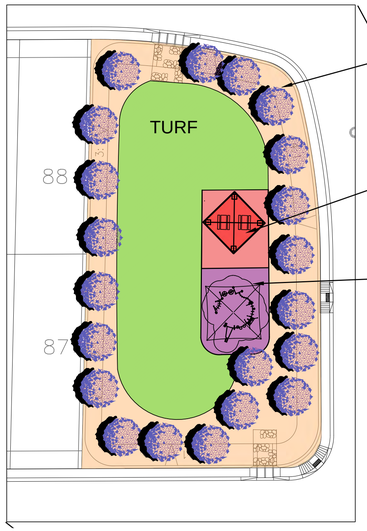
WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

# Gladden Farms II
# Block 28-34 Landscape Concept

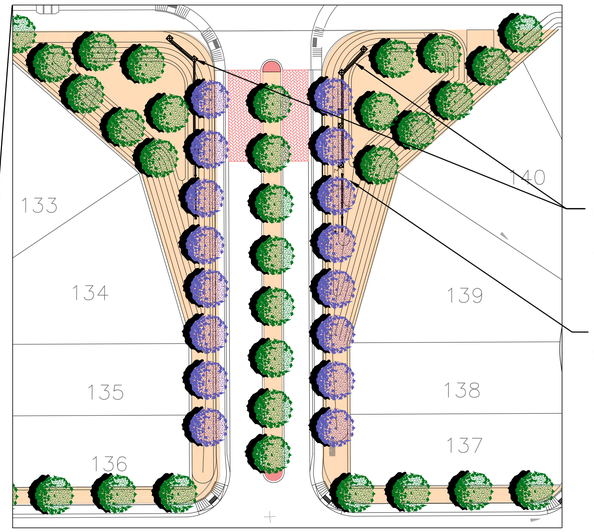



WEST PARK 1" = 40'

TREE & SHRUB PLANTING, DECORATIVE ROCK, TYPICAL

RAMADA, PICNIC TABLES, BIKE LOOPS, DECORATIVE CONCRETE

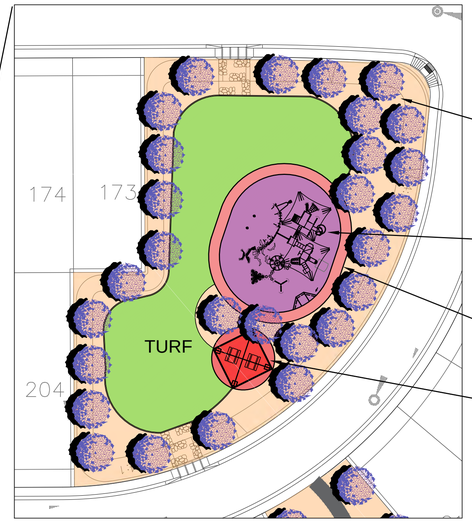
SHADED PLAY STRUCTURE 2-5 YRS




ENTRY AREA 1" = 40'

ENTRY MONUMENT WALLS

ENTRY TREE & SHRUB PLANTING, DECORATIVE PAVING, DECORATIVE ROCK




EAST PARK 1' = 40'

TREE & SHRUB PLANTING, DECORATIVE ROCK, TYPICAL

SHADED PLAY STRUCTURE 5-12 YRS

DECORATIVE CONCRETE PATH

RAMADA, PICNIC TABLES, BIKE LOOPS




"ORCHARD" PATTERN TREE PLANTING

MULTI-USE PATHWAY, TYPICAL

TREE & SHRUB PLANTING, DECORATIVE ROCK, TYPICAL

TREE & SHRUB PLANTING, DECORATIVE ROCK, TYPICAL

"ORCHARD" PATTERN TREE PLANTING

MULTI-USE PATHWAY, TYPICAL

JANUARY 2021

0' 100' 200' 300'


The WLB Group Inc. WLB
TUCSON - PHOENIX - LAS VEGAS - FLAGSTAFF
520.881.7480 - tucson@wlbgroup.com

MARANA AZ

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

# PROJECT APPLICATION

## APPLICATION TYPE

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

## PROJECT INFORMATION

| | |
|---|---|
| Project Name: Gladden Farms Blocks 28 & 34 Preliminary Plat | |
| Description of Project: Detached Single Family Residenital Subdivision | Number of Lots: 314 |
| Parcel No.(s): 217-54-3360 & 217-54-3400 | Gross Area (Acres): 58.77 |
| Project Address: TBD | |
| Ref. Project No.: PRV1710-002 | |

## CONTACT INFORMATION

| | | | |
|---|---|---|---|
| **Owner:** Fid Nat Trust Title TR 60423 Attn: Crown West | Contact Name: Dean Wingert | | |
| Address: 333 E. Wetmore Rd., #250 | City: Tucson | State: AZ | Zip: 85705 |
| Email: dwingert@crownwest.com | Phone No.: (520) 888-3962 | | |
| **Applicant:** Rick Engineering Company, Inc. | Contact Name: Chuck Martin | | |
| Address: 3945 E. Ft. Lowell Rd., #111 | City: Tucson | State: AZ | Zip: 85732 |
| Email: cmartin@rickengineering.com | Phone No.: (520) 795-1000 | | |
| **Consultant/Engineer:** Rick Eningeering Company, Inc. | Contact Name: Bruce Paton | | |
| Address: 3945 E. Ft. Lowell Rd., #111 | City: Tucson | State: AZ | Zip: 85732 |
| Email: bpaton@rickengineering.com | Phone No.: (520) 795-1000 | | |

## OWNER/APPLICANT AUTHORIZATION

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

| Chuck Martin | Chuck Martin | 1/8/21 |
|---|---|---|
| Applicant Name (PRINT) | Signature | Date |

**FOR OFFICIAL USE ONLY**

Revision Date 03/29/2019

**Project No.**_____ **Date Received**_____

**Council-Regular Meeting** **C4**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**From:** Lisa Shafer, Community Development Director

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Not Applicable

**Subject:** Resolution No. 2021-058: Relating to Real Estate; approving and authorizing the Town Manager to execute an amended and restated license agreement with Apollo Healthcare and Diagnostics, LLC, dba: TestNOW for use of Town-owned property located at 11555 W. Civic Center Drive (Lisa Shafer)

---

**Discussion:**

On January 19, 2021 the Town Council authorized the Town Manager to execute a license agreement with Apollo Healthcare and Diagnostics, LLC, dba: TestNOW for the use of Town-owned property to administer COVID-19 testing. TestNow has been operating in the gravel lot on the southwest side of the MMC since the beginning of March.

TestNow is now requesting that the Town allow them to also administer COVID-19 vaccinations out of this same site. This amended license agreement will allow for the administration of COVID vaccinations at the site. Additionally, the hours of operation will be slightly modified to 8:00 A.M.-4:00 P.M. Sunday through Saturday with access to the site from 7:00 A.M.-10:00 P.M. This amendment will also allow for an onsite mobile office in addition to the storage container allowed under the original agreement. An updated Exhibit A has been attached and includes a waiting area for the cars to park in after someone has received their vaccination. This agreement will be extended and will be in effect until October 31, 2021.

**Staff Recommendation:**

Staff recommends approval of the amended and restated license agreement with Apollo Healthcare and Diagnostics, LLC, dba: TestNOW.

**Suggested Motion:**

I move to adopt Resolution No. 2021-058, approving and authorizing the Town Manager to execute an amended and restated license agreement with Apollo Healthcare and Diagnostics, LLC, dba: TestNOW for use of Town-owned property located at 11555 W. Civic Center Drive.

---

**Attachments**

Resolution 2021-058

Amended- Restated License Agreement for TestNOW

Exhibit A

---

# MARANA RESOLUTION NO. 2021-058

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDED AND RESTATED LICENSE AGREEMENT WITH APOLLO HEALTHCARE AND DIAGNOSTICS, LLC, DBA: TESTNOW FOR USE OF TOWN-OWNED PROPERTY LOCATED AT 11555 W. CIVIC CENTER DRIVE

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

WHEREAS Apollo Healthcare and Diagnostics, LLC desires to use the gravel parking lot adjacent to the Marana Municipal Complex located at 11555 W. Civic Center Dr. (the "Property"), for a drive-through COVID-19 vaccination site; and

WHEREAS, on January 19, 2021, the Mayor and Council adopted Resolution No. 2021-008, approving and authorizing the Town Manager to execute a license agreement with Apollo Healthcare and Diagnostics, LLC for use of the Property for COVID-19 testing and flu vaccinations; and

WHEREAS Apollo Healthcare and Diagnostics, LLC now seeks to administer COVID-19 vaccinations at the site and adjust the hours of operation to meet demand; 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 Apollo Healthcare and Diagnostics, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the amended and restated license agreement with Apollo Healthcare and Diagnostics, LLC. 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 4th day of May, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

# AMENDED AND RESTATED LICENSE AGREEMENT

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

LICENSEE: APOLLO HEALTHCARE AND DIAGNOSTICS LLC, dba: TestNOW
3370 N Hayden Rd #123-215
Scottsdale, AZ 85251

This Amended and Restated License Agreement amends and replaces the License Agreement entered into by Licensor and Licensee effective 2/19/21.

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 gravel parking lot adjacent to the Marana Municipal Complex located at 11555 W. Civic Center Dr., bounded by West Civic Center Drive to the west, West Barnett Drive to the south, and the driveway into the Marana Municipal Complex on the northeast, and identified as Pima County Assessor's Parcel Number (APN) 217370590.

Licensee may use the Property for a drive-through COVID-19 testing site, COVID-19 vaccination site, flu vaccination site, and for parking for Licensee's employees, subject to the following terms and conditions:

a. Licensee will have access to the Property from 7:00 AM to 10:00 PM, and will maintain consistent business hours of Sunday through Saturday from 8:00 AM to 4:00 PM, but may adjust to stay open until 9:00 PM if demand for testing or vaccination increases. The property can be closed off to the public via cones or barricades after hours of operation.

b. The Licensor will require Licensee to vacate the Property when the Licensor desires to use the Property for other purposes, including, without limitation, Licensor's special events. The Town will give Licensee at least seven days' notice to vacate the Property.

c. Licensee may erect temporary tents no larger than 12 foot by 12 foot for testing and vaccination sites and may maintain an office module on the Property in the area depicted on Exhibit A as "Testing Center, Tents, and Storage." 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 and where to park following COVID-19 vaccination pursuant to the route depicted on Exhibit A. Licensee shall comply with the direction of Licensor's Traffic Engineering division regarding placement of the cones and signage.

e. Licensee may maintain a storage unit and a portable restroom facility on the Property during the term of this Agreement. Licensee shall cause the portable restroom facility to be regularly serviced. Licensee is responsible for loss of any items stored on the property.

Licensor 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 Licensor, 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 Licensor's 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 obtain a valid Town of Marana business license. Licensee shall at all times during the duration of this agreement hold a valid Town of Marana business license.

4. As a condition precedent to use of the Property and to allow ongoing use of the Property, Licensee shall provide certificates of insurance and endorsement 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:

    - Commercial General Liability - $1,000,000 per occurrence, $2,000,000 aggregate
    - Business Auto Liability - $1,000,000 combined single limit

5. This Agreement becomes effective on the signature date of the last party to sign it, and shall remain in effect until October 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 Licensor.

6. Licensor shall give Licensee written notice of revocation at least 15 calendar days prior to the effective date of any revocation.

7. If Licensee causes any damage to Licensor's Property, Licensee shall promptly make and pay for the repairs necessary to restore the Property to its pre-damaged condition.

8. 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 laws and regulations as required by the Arizona Department of Health Services and Arizona Revised Statutes. 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.

9. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

10. During the term of this Agreement, Licensee agrees to use the Property only for the purpose of a drive-through COVID-19 testing site, COVID-19 vaccination site, and flu vaccination site and for parking for Licensee's employees. 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 Licensor's title and rights to the Property, including any water rights or any other rights owned or claimed by Licensor.

11. 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.

12. This Agreement and Exhibit A to this Agreement contain the entire agreement and understanding of the Licensor 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 Licensor's signature date below.

| LICENSEE: | LICENSOR: |
|---|---|
| APOLLO HEALTHCARE AND DIAGNOSTICS LLC, an Arizona limited liability company, dba: TestNOW<br><br>By: _____<br>Raymond S. Embrey, Member<br><br>Date: _____<br><br>By: _____<br>Zachary E. Travis, Member<br><br>Date: _____ | TOWN OF MARANA, an Arizona municipal corporation<br><br>By: _____<br>Terry Rozema, Interim Town Manager<br><br>Date: _____<br><br>ATTEST:<br><br>_____<br>Town Clerk<br><br>APPROVED AS TO FORM:<br><br>_____<br>Town Attorney |

STATE OF Arizona )
ss.
County of Pima )

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Raymond S. Embrey, Member of APOLLO HEALTHCARE AND DIAGNOSTICS LLC, an Arizona limited liability company dba: TestNOW, on behalf of the LLC.

(Seal)

_____
Notary Public

STATE OF Arizona )

ss.

County of Pima )

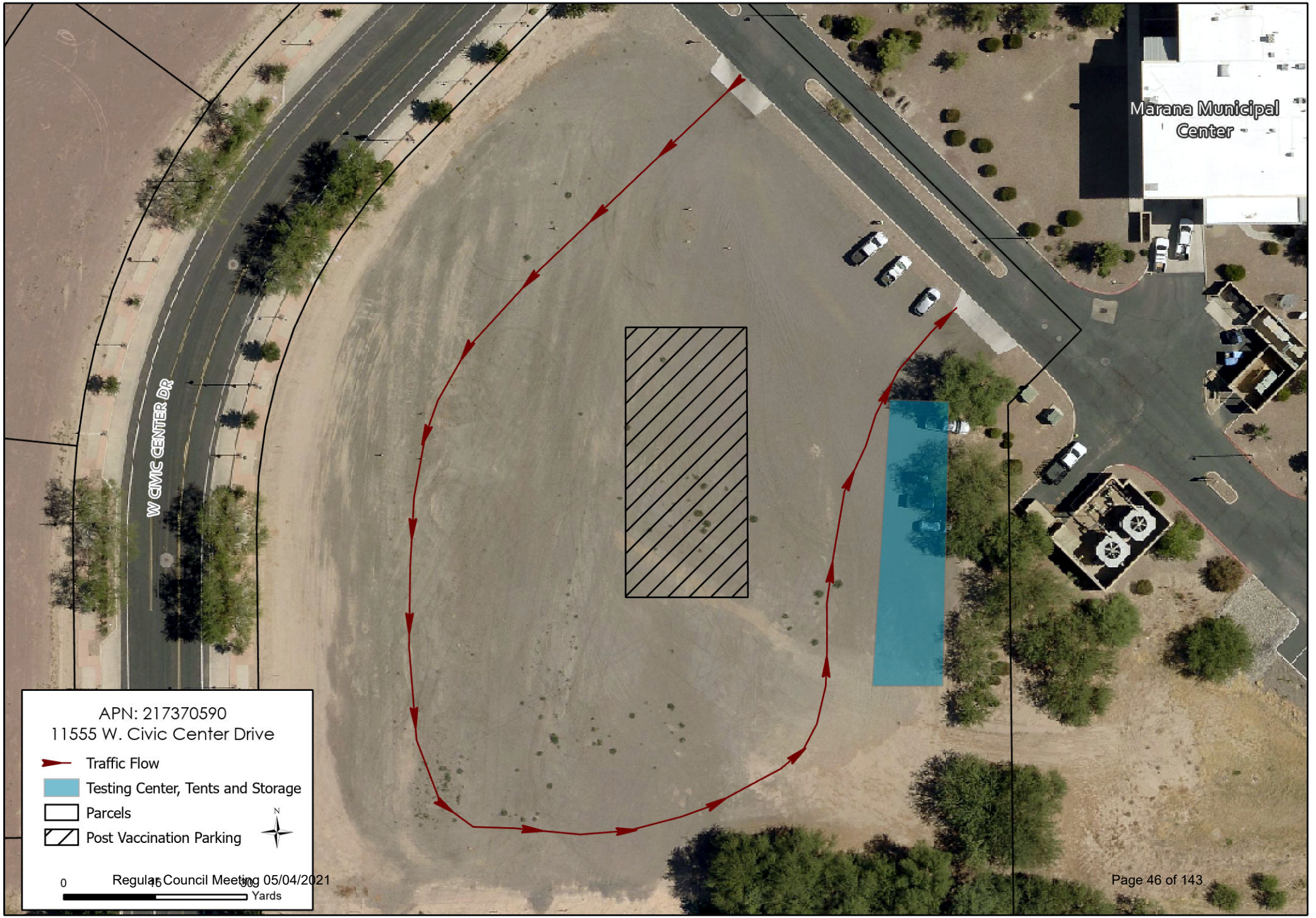
The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Zachary E. Travis, Member of APOLLO HEALTHCARE AND DIAGNOSTICS LLC, an Arizona limited liability company dba: TestNOW, on behalf of the LLC.

(Seal)

_____

Notary Public

# Exhibit A to License Agreement



**Council-Regular Meeting** **C5**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**From:** Jane Fairall, Town Attorney

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Not Applicable

**Subject:** Resolution No. 2021-059: Relating to Administration; approving and authorizing the Town Manager to execute an Agreement for Public Art Funding with the Pima Association of Governments (PAG) (Jane Fairall)

---

**Discussion:**

For many years, the Town of Marana has administered a Transportation Art by Youth (TABY) Program to provide youth with employment, training and experience in creating forms of public art. The program has been funded through an agreement with the Pima Association of Governments (PAG), through which PAG contributes Highway User Revenue Funds (HURF) to the Town's TABY Program. The last agreement between the parties for public art funding expired at the end of 2019, but due to COVID-19, the program was suspended during 2020. The proposed agreement will allow PAG to provide funding to the Town for the program through December 31, 2024, in a maximum amount of $125,000.

Among other items, to qualify for the PAG funding the Town must:

- Submit each public art project for review the first quarter of each calendar year to the PAG's Transportation Planning Committee (TPC).
- Provide written certification that Project(s) will be constructed in the location and design as approved by TPC.
- Recruit youth from economically disadvantaged areas to participate in the program.
- Consult with all stakeholders and other interested parties in determining the precise nature and location of the completed project.

**Financial Impact:**

This program will fund 100% of the approved projects, in an amount up to $125,000 for the term of the agreement. No matching Town funds are required.

**Staff Recommendation:**

Staff recommends approval of the agreement.

**Suggested Motion:**

I move to adopt Resolution No. 2021-059, approving and authorizing the Town Manager to execute an Agreement for Public Art Funding with the Pima Association of Governments (PAG).

---

**Attachments**

Resolution 2021-059

Exhibit A - Agreement

---

# MARANA RESOLUTION NO. 2021-059

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR PUBLIC ART FUNDING WITH THE PIMA ASSOCIATION OF GOVERNMENTS (PAG)

WHEREAS for many years the Town of Marana has administered a Transportation Art by Youth (TABY) Program to provide youth with employment, training and experience in creating forms of public art; and

WHEREAS through an agreement for public art funding, the Pima Association of Governments (PAG) intends to contribute Highway User Revenue Funds (HURF) to the Town's TABY Program each calendar year until the agreement expires on December 31, 2024; and

WHEREAS the Town Council finds that the public art funding agreement with PAG is in the best interests of the Town.

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

SECTION 1. The Agreement for Public Art Funding between the Town and PAG, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 4th day of May, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

# AGREEMENT FOR PUBLIC ART FUNDING

THIS AGREEMENT (hereafter referred to as the "AGREEMENT") is entered into by and between _____, a political subdivision of the State of Arizona, hereinafter called "Jurisdiction," and the Pima Association of Governments, an Arizona non-profit corporation, hereinafter called "PAG."

RECITALS

WHEREAS, Jurisdiction intends to administer a Transportation Art by Youth (TABY) Program (Program) to provide youth with employment, training and experience in creating forms of public art; and

WHEREAS, PAG intends to contribute Highway User Revenue Funds (HURF) to Jurisdiction's Program (the "Program") commencing with the summer of 2020 and continuing each calendar year thereafter throughout the term of this AGREEMENT.

NOW, THEREFORE, the Parties agree as follows:

## ARTICLE I

**TERM AND MAXIMUM AMOUNT:**

The term of this AGREEMENT begins on the date of signature by the PAG Executive Director and terminates on December 31, 2024, unless sooner terminated, or unless further extended, pursuant to the provisions of Article V of this AGREEMENT. In the fall of each calendar year, PAG will solicit participation in the Program by notifying all of the participating jurisdictions of the amount of HURF funds available for the next calendar year. Jurisdiction shall not undertake any PAG funded work on the Program until PAG issues a Notice To Proceed (NTP) to Jurisdiction.

The Parties acknowledge that, upon completion and acceptance of the work undertaken during each year of the Program, Jurisdiction may respond to PAG's solicitation by applying to continue Program participation during the succeeding year in accordance with PAG's TABY Program Policies in effect at the time of application. Annual preliminary approval and determination of eligibility of Jurisdiction's proposed project(s) submitted under this Program shall rest with PAG. Final approval of Jurisdiction's proposed project(s) rests with the Arizona Department of Transportation (ADOT). Upon final approval from ADOT, PAG will promptly issue an NTP.

The maximum contribution to Jurisdiction by PAG under this AGREEMENT is limited to $125,000.00. If the Jurisdiction has remaining funds from a previous PAG Program contract, it may but need not incorporate the balance of such funds into this AGREEMENT.

## ARTICLE II

**PURPOSE AND WORK STATEMENT:**

Jurisdiction will submit each project for review the first quarter of each calendar year to the PAG's Transportation Planning Committee (TPC) .

## ARTICLE III

**Jurisdiction's Duties:**

Jurisdiction shall provide the following services:

- Administer the project as recommended for approval by the TPC each year.
- Provide written certification that Project(s) will be constructed in the location and design as approved by TPC.
- Recruit youth from economically disadvantaged areas.
- Consult with all stakeholders and other interested parties in determining the precise nature and location of the completed project.
- Provide for review and approval of the completed project by key stakeholders and decision-makers.
- Assume all risk and responsibilities for the project, including cost and quality control measures for design and construction, and ownership and maintenance of the final project.
- Submit a final report to PAG detailing the results of the program for the subject calendar year.
- Submit confirming, complete and accurate invoices for reimbursement of expenditures incurred under this Program; such invoices shall be submitted to PAG monthly. Final invoice to be submitted within ninety (90) calendar days upon completion of the project. Invoices submitted later than ninety (90) days following project completion will not be paid, unless PAG determines that extenuating circumstances prevail.

- Applications should include a budget breakdown that provides a separate line item for youth stipends. Note: PAG targets a minimum of 20% for youth stipends.

- Final invoice shall include a color photograph of the completed youth art project and a map illustrating approved Project's location.

- Each project should include a plaque on the completed Youth Art Project indicating funding support contributed by Pima Association of Governments. (PAG will provide plaques upon request.)

- Ensure that the Project is accomplished in accordance with all applicable requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements, including, but not limited to, the rules and regulations of the Arizona Department of Transportation. Nothing in this Agreement shall be construed in violation of the rules, regulations or requirements of the Arizona Department of Transportation.

## ARTICLE IV

**PAYMENT:**

A. Total payment for each year of this AGREEMENT shall be set by PAG. Jurisdictions may elect to augment funds provided by PAG with additional approved funds at the sole discretion of Jurisdiction.

B. PAG shall reimburse Jurisdiction within thirty (30) days of receipt of acceptable, properly completed invoices detailing project progress and expenditures.

## ARTICLE V

**TERMINATION / EXTENSION FOR CONVENIENCE:**

Either party may, at any time and without cause, cancel this AGREEMENT by serving upon the other party thirty (30) days advance written notice of such intent to cancel. In the event of such cancellation, PAG's only obligation to Jurisdiction shall be payment for services rendered prior to cancellation. If mutually agreed by PAG and Jurisdiction, the term and maximum amount of this AGREEMENT may be modified by written agreement signed by both Parties.

## ARTICLE VI

**CONFLICT OF INTEREST:**

This AGREEMENT is subject to the provisions of A.R.S. 38-511 which provides as follows: "The State, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

## ARTICLE VII

**ASSIGNABILITY:**

Jurisdiction shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without prior written consent of PAG thereto; provided, however, that claims for money due or to become due to Jurisdiction from PAG under this AGREEMENT may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to PAG.

## ARTICLE VIII

**OFFICIALS NOT TO BENEFIT:**

No elected members or officers, nor any commissioners, nor any employees of the parties, nor their families, shall be admitted to any share or part of the AGREEMENT or to any benefit to arise here from.

## ARTICLE IX

**NONDISCRIMINATION:**

Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, as well as the Genetic Information Nondiscrimination Act of 2008.

## ARTICLE X

**AMERICANS WITH DISABILITIES ACT:**

Both Parties shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

## ARTICLE XI

**NON – WAIVER:**

The failure of either party to insist in any one or more instances upon the full and complete compliance with any of the terms and provisions of this AGREEMENT, to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future.

## ARTICLE XII

**INDEMNIFICATION:**

To the fullest extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.

## ARTICLE XIII

**SEVERABILITY:**

Each provision of this AGREEMENT stands alone, and any provision of this AGREEMENT found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this AGREEMENT.

## ARTICLE XIV

Funding for this AGREEMENT is being provided by the Arizona Department of Transportation. PAG has no funds of its own to pay for the work being done under this AGREEMENT, and therefore is not obligated to pay Jurisdiction until PAG receives funding from the ADOT. Costs incurred by Jurisdiction as the result of any changes by PAG and/or by Jurisdiction outside the general Scope of this AGREEMENT will not be allowed for reimbursement under this AGREEMENT unless these changes and related costs have been approved by PAG in writing prior to incurring the costs.

## ARTICLE XV

If Jurisdiction is self-insured as a governmental entity, the Parties acknowledge that Jurisdiction's program of self-insurance meets the following minimum requirements of this AGREEMENT. Otherwise, Jurisdiction shall obtain insurance as described below and keep such coverage in force throughout the life of the AGREEMENT. All policies must contain an endorsement providing that written notice be given to PAG at least ten (10) calendar days prior to termination or cancellation in coverage in any policy. Except for professional liability insurance, the liability insurance policy(s) shall include PAG as an additional insured with respect to liability arising out of the Contract. Jurisdiction must agree that the insurance will be primary, and that any insurance carried by PAG will be excess and non-contributing.

Coverage Afforded

| Coverage Afforded | Limits of Liability |
|---|---|
| Workers' Compensation/ Employees Liability | Statutory/$100,000 |
| Professional Liability (Errors and Omissions) | $500,000 |
| General Liability | $1,000,000 |

## ARTICLE XVI

**ENTIRE AGREEMENT:**

This AGREEMENT constitutes the entire AGREEMENT between the parties and shall not be modified, altered, amended, or changed except by mutual consent as indicated by

signatures of the PAG Executive Director and authorized officials of Jurisdiction.

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract as of the date signed by the PAG Executive Director.

[*Jurisdiction Name*]

_____ Date:_____
[*Official's Name*]

ATTEST:

_____
[*Official's Name*]

APPROVED AS TO CONTENT:

_____
[*Official's Name*]

APPROVED AS TO FORM:

_____
[*Attorney's Name*]

PIMA ASSOCIATION OF GOVERNMENTS

_____ Date:_____
Farhad Moghimi
EXECUTIVE DIRECTOR,
and not personally.

APPROVED AS TO FORM:

_____
Thomas Benavidez
PAG Legal Counsel

Date: _____

**Council-Regular Meeting** **C6**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**Submitted For:** Libby Shelton, Deputy Town Attorney

**From:** Libby Shelton, Deputy Town Attorney

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Not Applicable

**Subject:** Resolution No. 2021-060: Relating to Police Department; approving and authorizing the Chief of Police to execute a Memorandum of Understanding between the Marana Police Department and the United States Department of Justice, Drug Enforcement Administration regarding License Plate Reader Information (Libby Shelton)

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**Discussion:**

License Plate Readers (LPRs) are devices that capture LPR information, including images of vehicles and license plates, of vehicles in the vicinity of the LPR. The National License Plate Reader Network (the NLPRN) is a network created and managed by the Drug Enforcement Administration (DEA) that contains LPRs belonging to federal, state, local, and tribal law enforcement officials and that is accessed by federal, state, local, and tribal law enforcement officials. By entering into this agreement, the Marana Police Department is agreeing to share LPR information with DEA in near real time. Additionally, this agreement allows Marana Police Department employees to access LPR information in the NLPRN for law enforcement purposes. This agreement is not an obligation or commitment of funds.

**Staff Recommendation:**

Staff recommends approval of the Memorandum of Understanding between the Marana Police Department and the U.S. Department of Justice, Drug Enforcement Administration regarding License Plate Reader Information.

**Suggested Motion:**

I move to adopt Resolution No. 2021-060, approving and authorizing the Chief of Police to execute the Memorandum of Understanding between the Marana Police Department and the U.S. Department of Justice, Drug Enforcement Administration regarding License Plate Reader Information.

---

**Attachments**

Resolution 2021-060

Exhibit A

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# MARANA RESOLUTION NO. 2021-060

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE MARANA POLICE DEPARTMENT AND THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION REGARDING LICENSE PLATE READER INFORMATION

WHEREAS License Plate Readers (LPRs) are devices that capture LPR information, including images of vehicles and license plates, of vehicles in the vicinity of the LPR; and

WHEREAS the National License Plate Reader Network (the NLPRN) is a network created and managed by the Drug Enforcement Administration (DEA) that contains LPRs belonging to federal, state, local, and tribal law enforcement officials and that is accessed by federal, state, local, and tribal law enforcement officials; and

WHEREAS the Town of Marana, through its Police Department, seeks to contribute information to and receive information from the NLPRN; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the Memorandum of Understanding between the Marana Police Department and the U.S. Department of Justice, Drug Enforcement Administration regarding License Plate Reader Information, attached to this resolution as Exhibit A, and authorizing the Chief of Police to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of May, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

**National License Plate Reader Program – Data Sharing**

# MEMORANDUM OF UNDERSTANDING

between the

**Marana Police Department, Marana, Arizona**

and the

**U.S. Department of Justice, Drug Enforcement Administration**

regarding

**License Plate Reader Information**

1. PARTIES

   The Parties to this Memorandum of Understanding (MOU) are the Marana Police Department and the U.S. Department of Justice, Drug Enforcement Administration (DEA), collectively "the Parties."

2. PURPOSE

   The purpose of this MOU is to support the missions of the Marana Police Department and DEA by 1) establishing the terms and conditions for sharing license plate reader (LPR) information and 2) establishing the terms and conditions for the Parties' use and further dissemination of LPR information.

3. DEFINITIONS

   3.1 "License Plate Readers" (LPRs) are devices that capture LPR information regarding vehicles in the vicinity of the LPR.

   3.2 "LPR information" is information obtained by an LPR. Typically, it includes images of vehicles and license plates, the location at which the vehicle/license plate was photographed, the date and time the images were captured, and identifying information for the LPR itself. It may also include images of the drivers and occupants of the vehicles and passersby.

   3.3 "The National License Plate Reader Network" (the NLPRN) is a network created and managed by DEA that contains LPR information obtained from LPRs belonging to federal, state, local and tribal law enforcement officials and that is accessed by federal, state, local and tribal law enforcement officials. The network allows law enforcement officials to search LPR information contained within the network.

4. AUTHORITIES

4.1 The Marana Police Department is authorized to enter into this MOU pursuant to A.R.S. §11-952.

4.2 DEA is authorized to enter into this MOU pursuant to the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended, 21 U.S.C. § 801 *et seq*. The specific authority for DEA to enter into cooperative agreements for the exchange of information between governmental officials concerning the use and abuse of controlled substances is 21 U.S.C. § 873.

5. SHARING AND USE OF LPR INFORMATION

5.1 The Sharing of LPR Information

5.1.1 The Marana Police Department shall provide DEA with LPR information in near real-time. The information shall be transmitted via a method agreed to by both parties, which may include, but is not limited to, VPN, secure Internet connection or approved direct server feed.

5.1.2 The Marana Police Department if capable, shall tag the LPR information it provides to DEA so that subsequent recipients can ascertain from which agency it originated. If Marana Police Department is not capable of tagging the LPR information, DEA will tag the LPR information to indicate which agency it came from.

5.1.3 Employees whom Marana Police Department sponsors, who apply for access to the NLPRN, and whom DEA authorizes shall be permitted to access LPR information in the NLPRN.

5.1.4 DEA and Marana Police Department shall provide each other with the name of its point of contact regarding this MOU and update the point of contact if he/she changes.

5.2 The Use of LPR Information

5.2.1 The Marana Police Department's use of LPR information from the NLPRN obtained pursuant to this MOU shall be in accordance with applicable law, this MOU, and any Rules of Behavior and training required prior to use of the NLPRN.

5.2.2 The Marana Police Department's users shall access LPR information in the NLPRN only for the investigation of drug trafficking offenses, money laundering, other crimes, Amber alerts, and silver alerts, and in furtherance of the mission of a traffic stop.

5.2.3 The Marana Police Department's users shall not take any operational action based solely on LPR information from the NLPRN.

5.2.4 The Marana Police Department will provide to DEA a quarterly consolidated statistical report describing significant enforcement activities resulting from the utilization of the LPR system. At a minimum, the report will include arrests, drug seizures, and asset seizures, but may be expanded to include other significant enforcement statistical measures. The report will be submitted via email to LPR@usdoj.gov no later than the last calendar day of the fiscal quarter.

5.3 The Parties are authorized to redisseminate for operational purposes LPR information obtained pursuant to this MOU only in accordance with applicable law, this MOU, and any Rules of Behavior and training required prior to use of the NLPRN.

6. FEDERAL AND STATE LAW OPEN RECORDS AND FREEDOM OF INFORMATION REQUESTS

When Marana Police Department receives open records and freedom of information requests for LPR information, Marana Police Department shall notify DEA and give DEA an opportunity to review the request to determine whether it has any equities in the requested information. If DEA determines that it has equities in the information, and that the information should not be released, Marana Police Department will protect the information to the extent possible consistent with state law.

7. INFORMATION SECURITY, RETENTION, AND INTEGRITY

7.1 The Parties agree to maintain administrative, technical, and physical safeguards appropriate to the sensitivity of, and designed to appropriately protect, the LPR information shared under this MOU against loss, theft, and misuse and unauthorized access, disclosure, copying, use, modification, storage, and deletion in accordance with the Federal Information Security Modernization Act, any similar, applicable state statute, and any applicable Privacy Act system of records notice. These safeguards must include audit capabilities that identify the LPR information the Parties disseminated pursuant to section 5.3 of this MOU and a point of contact within the entity that received the LPR information.

7.2 LPR information received pursuant to this MOU in the NLPRN will remain available for up to, but no longer than, a 90-day period. If relevant to a DEA investigation or case, LPR information received by DEA pursuant to this MOU may be moved to and maintained in a separate system that is governed by an alternate destruction schedule, in which case that alternate destruction schedule will be followed. In the event that LPR information is maintained in a federal Privacy Act system or systems of records, or a state equivalent of a federal Privacy Act system or systems of records, the information shall be

maintained, shared, and used in accordance with the applicable system of records notice(s) and sections 5.2 and 6 of this MOU.

7.3 Each party shall contact the other party's point of contact to obtain the other party's incident-reporting policy. When there has been or may have been loss, theft, or misuse or unauthorized access, disclosure, copying, use, modification, storage, or deletion of LPR information received pursuant to this MOU, the party discovering the unauthorized activity shall promptly report to, and consult with, the other party in accordance with the reporting party's incident-reporting policy.

8. COSTS

This MOU is not an obligation or commitments of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to the party's budgetary processes and the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies an appropriation of funds for such expenditures.

9. SEVERABILITY

Nothing in this MOU is intended to conflict with applicable federal or state law, or with the policy of any party. If a provision of this MOU is inconsistent with applicable federal or state law, or with a party's policy, then the party shall immediately so advise the other party, and the Parties shall determine whether the remaining provisions of this MOU shall continue in effect.

10. EFFECT ON OTHER AUTHORITIES

Nothing in this MOU is intended to restrict the authority of any party to act as permitted by law, or to restrict any party from administering or enforcing any law.

11. EFFECTIVE DATE

This MOU will become effective when signed by the representatives of all of the Parties.

12. MODIFICATION

The Parties may jointly agree in writing to modify this MOU.

13. TERMINATION

Any party may terminate this MOU by giving thirty (30) days' written notice to the other party. In the event of termination, all provisions regarding the LPR information obtained pursuant to this MOU shall remain in effect.

14. DURATION AND EFFECT OF THE MOU

The Parties intend to begin cooperation under this MOU upon signature by both Parties. Cooperation is intended to continue for five (5) years unless amended, in writing, by signature of the Parties or terminated, in writing, by either party upon thirty (30) days' written notice to the other party. The Parties agree to review the MOU annually to assess its effectiveness.

15. NO PRIVATE RIGHTS CREATED

This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the United States or any state, against any department, agency, officer, or employee of the United States or any state, against any entity, or against any other person.

**For the Marana Police Department:**

_____ Date:_____
(Signature)

_____
Reuben Nunez, Chief of the Marana Police Department

**For DEA:**

_____ Date:_____
Paul E. Knierim
Chief of Intelligence
Drug Enforcement Administration

**Council-Regular Meeting** **C7**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**Submitted For:** Libby Shelton, Deputy Town Attorney

**From:** Libby Shelton, Deputy Town Attorney

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Not Applicable

**Subject:** Resolution No. 2021-061: Relating to the Police Department; approving and authorizing the Police Chief to execute a Memorandum of Understanding between the City of Tucson, acting as the System Administrator for the Pima County 9-1-1 Planning Committee and Marana Police Department for administering the Pima 9-1-1 System billing and payment process (Libby Shelton)

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**Discussion:**

The Emergency Telecommunication Service Revolving Fund (the "9-1-1 Revolving Fund") was established pursuant to A.R.S. § 41-704 and is funded through the telecommunication service excise tax established by A.R.S. § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S. § 42-5402. To qualify for funding from the 9-1-1 Revolving Fund, the public or private safety agencies in a specific geographic area to be served must establish a 9-1-1 planning committee to develop and submit a service plan; as a part of the service plan, a planning committee chairperson (also known as the 9-1-1 System Administrator) must be named to provide all required administrative functions for the 9-1-1 planning committee.

Several public and private safety agencies in Pima County have established a 9-1-1 planning committee (the "Pima County 9-1-1 Committee" or "Pima 9-1-1"). The current Pima 9-1-1 System Manager is an employee of the City of Tucson's Public Safety Communication Department.

The City of Tucson, as System Administrator, must enter into a Memorandum of Understanding (MOU) with each of the Pima 9-1-1 Public Safety Answering Points (PSAPs) and submit a copy of each MOU to the Arizona Department of Administration,

Office of Grants and Federal Resources (GFR). The purpose of the MOU is to set forth the responsibilities of each party with regard to payment of 9-1-1 system expenses. The initial term of the MOU is 5 years, with the possibility of renewals.

**Financial Impact:**

This item is not expected to have a financial impact.

**Staff Recommendation:**

Staff recommends approval of the MOU between the City of Tucson and Marana Police Department for administering the Pima 9-1-1 System billing and payment process.

**Suggested Motion:**

I move to adopt Resolution No. 2021-061, approving and authorizing the Police Chief to execute a Memorandum of Understanding between the City of Tucson, acting as the System Administrator for the Pima County 9-1-1 Planning Committee and Marana Police Department for administering the Pima 9-1-1 System billing and payment process.

---

**Attachments**

Resolution 2021-061

Exhibit A

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# MARANA RESOLUTION NO. 2021-061

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE POLICE CHIEF TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TUCSON, ACTING AS THE SYSTEM ADMINISTRATOR FOR THE PIMA COUNTY 9-1-1 PLANNING COMMITTEE AND MARANA POLICE DEPARTMENT FOR ADMINISTERING THE PIMA 9-1-1 SYSTEM BILLING AND PAYMENT PROCESS

WHEREAS Executive Order 2013-09 authorizes the Arizona Department of Administration, Office of Grants and Federal Resources (GFR) to establish partnerships and working relationships with private and local government entities to enhance Arizona's ability to procure and manage grants; and

WHEREAS the Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication systems through distribution of funding per A.R.S. § 41-704, which establishes the emergency telecommunication services revolving fund ("9-1-1 Revolving Fund"); and

WHEREAS to qualify for funding from the 9-1-1 Revolving Fund, the public or private safety agencies in a specific geographic area to be served must establish a 9-1-1 planning committee to develop and submit a service plan; as a part of the service plan, a planning committee chairperson (also known as the 9-1-1 System Administrator) must be named to provide all required administrative functions for the 9-1-1 planning committee; and

WHEREAS several public and private safety agencies in Pima County, including the Marana Police Department (MPD), have established the Pima County 9-1-1 Committee, and the current Pima 9-1-1 System Administrator is an employee of Tucson Police Department's Public Safety Communication Department; and

WHEREAS GFR requires the City of Tucson, as Pima 9-1-1 System Administrator, to enter into a Memorandum of Understanding (MOU) with each PSAP in the Pima 9-1-1 System regarding each party's responsibilities regarding payment of 9-1-1 System-related expenses; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into a MOU with the City of Tucson regarding the relationship and

responsibilities necessary for administering the Pima 9-1-1 system billing and payment process.

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

SECTION 1. The Memorandum of Understanding between the City of Tucson, acting as the System Administrator for the Pima County 9-1-1 Planning Committee, and the Marana Police Department for administering the Pima 9-1-1 system billing and payment process attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Police Chief is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of May, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

# MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the City of Tucson, an Arizona municipal corporation, by and through the Public Safety Communications Department (PSCD) of the City of Tucson, acting as the System Administrator for the Pima County 9-1-1 Planning Committee ("Pima County 9-1-1 Committee" or "Pima 9-1-1") and Marana Police Department (referred to as Local Agency), an Arizona municipal corporation by and through the Town of Marana for administering the Pima 9-1-1 system billing and payment process. The PSCD and the Local Agency are sometimes referred to in this MOU individually as a "Party" and collectively as the "Parties."

*RECITALS*

A. The Emergency Telecommunication Service Revolving Fund (the "9-1-1 Revolving Fund") was established pursuant to A.RS § 41-704 and is funded through the telecommunication service excise tax established by A.RS § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.RS § 42-5402.

B. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points ("PSAPs"), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication systems using funds from the 9-1-1 Revolving Fund.

C. To qualify for funding from the 9-1-1 Revolving Fund, the public or private safety agencies in a specific geographic area to be served must establish a 9-1-1 planning committee to develop and submit a service plan; as a part of the service plan, a planning committee chairperson (also known as the 9-1-1 System Administrator) must be named to provide all required administrative functions for the 9-1-1 planning committee.

D. Public and private safety agencies in Pima County have established the Pima County 9-1-1 Committee (or "Pima 9-1-1").

E. The current 9-1-1 System Administrator is an employee of the PSCD of the City of Tucson.

F. The City of Tucson has entered into a grant agreement with the state of Arizona, by and through the Arizona Department of Administration("ADOA"), Office of Grants and Federal Resources ("GFR"), regarding the distribution of 9-1-1 Revolving Fund monies for PSAPs in the Pima 9-1-1. Pursuant to the grant agreement, GFR disburses monies from the 9-1-1 Revolving Fund to PSCD to pay Arizona 9-1-1 Grant Program budgeted expenses for Pima 9-1-1 PSAPs.

G. PSCD and Local Agency are both PSAPs and members of the Pima County 9-1-1 Committee.

The Parties have reached an agreement on the relationship and responsibilities of the Parties as necessary for administering the Pima 9-1-1 system billing and payment process.

I. The Parties are authorized to perform the functions and activities provided in this MOU.

*AGREEMENT*

Now, THEREFORE, consideration of the foregoing promises and the mutual covenants set forth in this MOU, the Parties hereby agree as follows:

1. PURPOSE. The purpose of this MOU is to set forth the rights and responsibilities of the Parties regarding the payment of Arizona 9-1-1 Grant Program budgeted expenses for Local Agency by PSCD, acting as the Pima 9-1-1 System Administrator.

2. MUTUALOBLIGATIONS

A. Local Agency agrees to promptly provide any and all 9-1-1 system bill- related documents and information to PSCD upon PSCD's request.

B. PSCD agrees to:

(i) Review each 9-1-1 system invoice provided by vendors for each Local Agency in the Pima 9-1-1;

(ii) Provide GFR with the necessary invoice information;

(iii) Receive the bill-payment funds in form of reimbursement from GFR and pay the respective Pima 9-1-1 system vendors; and

(iv) At Local Agency's request, timely provide bill-payment documentation to Local Agency.

C. At PSCD's direction, the Parties agree to make any procedural adjustments appropriate and necessary to effectuate the procedures and guidelines provided by GFR. Any substantive changes will be commemorated in a written amendment signed by both parties and attached to this MOU.

D. Local Agency acknowledges and agrees that PSCD makes no warranties or guarantees regarding the availability of the aforementioned state funds or of the timing and adequacy of state fund disbursements. Local Agency further acknowledges and agrees that if GFR does not provide PSCD with bill-payment funds for Local Agency's 9-1-1 system invoices and expenses, Local Agency, and not PSCD or the City of Tucson, is responsible for payment of those invoices and expenses, including any late fees.

E. The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this MOU.

F. PSCD and Local Agency shall maintain open communications to ensure the agreed upon procedure is maintained throughout the term of this MOU.

Parties shall maintain open communication regarding scheduling and service needs.

3. EFFECTIVE DATE AND DURATION. This MOU shall be effective as of the signature date of the last Party to sign this MOU, and shall remain in effect for five years, unless either Party provides 60 days' advance written notice of termination to the other Party as set forth in Section 4 below. The Parties may renew this MOU for additional two-year terms by the execution of a mutually agreed upon and signed Amendment to this MOU.

4. TERMINATION.

A. To the extent permitted by law, either Party may terminate this MOU at any time,

with or without cause, upon 60 days' prior written notice to the other Party. In the event of termination or cancellation of this MOU, the Parties agree to cooperate to avoid any interruption of 9-1-1 services to the maximum extent possible.

B. This MOU shall automatically terminate if either of the following occur:

PSCD ceases to serve in the capacity of Pima 9-1-1 System Administrator.

Local Agency ceases to function as a PSAP within the Pima County 9-1-1 Committee.

5. SUPERVISION. PSCD shall have sole supervisory authority over PSCD personnel. Local Agency shall have sole supervisory authority over Local Agency personnel.

6. INDEMNIFICATION AND JOINT DEFENSE. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this MOU to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the governmental parties to this MOU that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to the subsection below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

The Parties, when involved in a Claim or Claims brought by a third-party, have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. The Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). Each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

The obligations under this section shall survive the termination of this MOU.

7. GENERAL

A. *Notice*. Any notice, consent or other communication ("Notice") required or permitted under this MOU shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to Local Agency:
Marana Police Department
ATTN: Captain Roberto Jimenez
11555 W Civic Center Loop
Marana, AZ 85653

If to PSCD:
City of Tucson – PSCD
9-1-1 System Administrator
4004 S Park Ave BLDG #2
Tucson, Arizona 85714

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, five days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change any portion of its notice information provided above by notifying the other party of the change in writing as provided in this Section.

Notices sent by facsimile transmission shall also be deposited in the United States mail to the recipient at the above address on the same day the facsimile transmission is sent. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

B. *Amendment*. This MOU may be amended only by a written. document executed by duly authorized representatives of both Parties.

C. *Third Parties*. This MOU is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit, or interest in this MOU. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this MOU or of any duty, obligation, or undertaking established under this MOU.

D. *Compliance with Applicable Laws*. Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal and state governments whether or not specifically referred to in this MOU.

E. *Conflict of Interest*. The Parties understand and acknowledge the provisions of A.RS. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this MOU.

F. *Dispute Resolution*. If a complaint, dispute or controversy arises out of or relates to this MOU, and if the dispute cannot be settled through negotiation within 60 days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this MOU shall be brought in the Pima County Superior Court in Tucson, Arizona.

G. *Waiver*. The waiver by any Party of any breach of any term, covenant or condition of this MOU shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this MOU.

H. *Uncontrollable Events*. No Party shall be considered to be in default in the performance of any obligations under this MOU (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise

due diligence to remove such inability with all reasonable dispatch.

I. *Assignment*. Neither Party may assign its rights or obligations under this MOU to another entity.

J. *Entire MOU*. This MOU represents the entire MOU between the Parties and supersedes all prior negotiations, representations, or MOUs, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this MOU shall be valid unless made in writing and signed by the Parties.

K. *Governing Law. This MOU shall be governed by and construed in accordance* with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this MOU or any provision therefore shall be instituted only in the courts of Pima County, Arizona.

L. *Severability*. If any part, term or provision of this MOU shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

M. *Headings*. Section headings are inserted in this MOU solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this MOU.

N. *Counterparts*. This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

O. *Other Duties Imposed by Laws*. Nothing in this MOU shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

P. *Compliance with Civil Rights*. The Parties agree to comply with A.RS. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

Q. *Recitals Incorporated*. The Parties acknowledge that the Recitals to this MOU are true, accurate and correct, and are hereby incorporated into and made a part of the operative provisions of this MOU as if fully set forth therein without difference or distinction.

R. *Joint Venture*. It is not intended by this MOU to, and nothing contained in this MOU shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

Each Party shall act in its individual capacity and not as an agent, employee, partner, joint-venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this MOU. This MOU shall not be construed to imply authority to perform any tasks, OT accept any responsibility, not expressly set forth herein. This MOU shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this MOU confers any right to any person or entity not a party to this MOU

S. *Supervision*. No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this MOU. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this MOU, and each Party agrees to hold the other Party harmless from any liability thereof.

T. *E-Verify Laws*. To the extent applicable under A.RS. §§ 41-4401 and 23-214, the Parties represent and warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.RS. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the MOU and may result in the termination of the other Party.

U. *Workers' Compensation*. Each Party shall comply with the notice of A.RS.§ 23-1022(E). For purposes of A.RS. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

V. *Arbitration.* To the extent required by A.RS. §§ 12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this MOU by arbitration.

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

THE City of Tucson, an Arizona municipal corporation, by and through the Public Safety Communications Department

By: _____
Public Safety Communications Director

Date: _____

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

THE Town of Marana, an Arizona municipal corporation, by and through the Marana Police Department

By: _____
Reuben Nunez, Chief of Police

Date: _____

ATTEST:

_____
Cherry Lawson, Town Clerk

Approved as to form:

_____
Jane Fairall, Town Attorney

**Council-Regular Meeting** **C8**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**From:** Kristin Taft, Grants Manager

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Not Applicable

**Subject:** Resolution No. 2021-062: Relating to Marana Regional Airport; approving and authorizing the Town Manager to sign the Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement, Grant Number 3-04-0058-025-2021, with the Federal Aviation Administration for funding in an amount not to exceed $23,000 (Kristin Taft)

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**Discussion:**

On February 23, 2021, Town staff submitted a grant request to the Federal Aviation Administration (FAA) for formula funding provided to airports under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA). This grant is provided in accordance with CRRSA to Marana Regional Airport to assist with costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. CRRSA airport grant amounts to specific airports are derived by legislative formula.

The purpose of this grant is to prevent, prepare for, and respond to the effects of the coronavirus pandemic. Funds provided under this grant agreement must only be used for purposes directly related to the airport, and may be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. New airport development projects may not be funded with this grant.

**Financial Impact:**

| | |
|---|---|
| Fiscal Year: | 2021 |
| Budgeted Y/N: | Yes |
| Amount: | $23,000 |

The FAA will provide reimbursements up to $23,000 with no match required from the Town of Marana.

**Staff Recommendation:**

Staff recommends that the Town Council authorize the Town Manager to sign the Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement with the Federal Aviation Administration.

**Suggested Motion:**

I move to adopt Resolution No. 2021-062, approving and authorizing the Town Manager to sign the Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement.

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**Attachments**

Resolution 2021-062

Exhibit A

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# MARANA RESOLUTION NO. 2021-062

RELATING TO MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO SIGN THE AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) GRANT AGREEMENT, GRANT NUMBER 3-04-0058-025-2021, WITH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDING IN AN AMOUNT NOT TO EXCEED $23,000

WHEREAS the Town of Marana and the Federal Aviation Administration desire to enter into a grant agreement for funding in an amount not to exceed $23,000 to assist with costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments; and

WHEREAS the Mayor and Council feel it is in the best interests of the Town and its citizens to enter this grant agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the "Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement" attached to and incorporated by reference in this resolution as Exhibit A is hereby approved, and the Town Manager is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of May, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

**U.S. Department of Transportation Federal Aviation Administration**

**Airports Division Western-Pacific Region Arizona**

**FAA PHX ADO 3800 N Central Ave Suite 1025 Phoenix, AZ 85012**

## CRRSA Transmittal Letter

April 6, 2021

Terry Rozema
11555 W. Civic Center Dr
Marana, AZ 85653

Dear Mr. Rozema:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-04-0058-025-2021 for Marana Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **October 1, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the ACRGP Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



Mike N Williams
Manager
[ADO has discretion to delegate signature authority to Program Manager]

**U.S. Department of Transportation Federal Aviation Administration**

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

## GRANT AGREEMENT

## Part I - Offer

Federal Award Offer Date April 6, 2021

Airport/Planning Area Marana Regional Airport

ACRGP Grant Number 3-04-0058-025-2021

Unique Entity Identifier 017203188

TO: Town of Marana

**(herein called the "Sponsor")**

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 23, 2021, for a grant of Federal funds at or associated with the Marana Regional Airport, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Marana Regional Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Marana Regional incurred

no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

## CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $23,000, allocated as follows:

   $23,000 Non Primary KU2021

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

   c. Close out and Termination.

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor

does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before October 1, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –

A. Associated with performance under this ACRGP grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal office or employee responsible for oversight of a grant program;
e. A court or grand jury;
f. A management office of the grantee or subgrantee; or
g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

## SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

### CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

### CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
   b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
   c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 6, 2021

**UNITED STATES OF AMERICA**
**FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

Mike N Williams

*(Typed Name)*

Manager, Phoenix Airports District Office

*(Title of FAA Official)*

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

Town of Marana

*(Name of Sponsor)*

*(Signature of Sponsor's Designative Official/Representative)*

**By:** *(Type Name of Sponsor's Designative Official/Representative)*

**Title:** *(Title of Sponsor's Designative Official/Representative)*

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Arizona__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

**By:** _____

*(Signature of Sponsor's Attorney)*

# AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

## AIRPORT SPONSORS

**A. General.**

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

**B. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

### FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable

b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.

c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.

d. Hatch Act — 5 U.S.C. 1501, et. seq. [2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.

f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).

g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.

h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 — 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. [2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

**EXECUTIVE ORDERS**

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

**FEDERAL REGULATIONS**

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates. [1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. [1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). [1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). [1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. [1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

## FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

### SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

**1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

**15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**16. Airport Revenues.**

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

b. For airport development, 49 U.S.C. § 47133 applies.

**17. Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**19. Airport Layout Plan.**

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**20. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **Town of Marana**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

    B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

    C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

    D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 23, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

# Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

**Council-Regular Meeting** **C9**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**Submitted For:** Curry C. Hale, Human Resources Director

**From:** Libby Shelton, Deputy Town Attorney

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Not Applicable

**Subject:** Resolution No. 2021-063: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 2 - Employment Process by amending Section 2-1-3 "Internal Competitive Recruitment Process" (Curry C. Hale)

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**Discussion:**

The proposed revision to Section 2-1-3 "Internal Competitive Recruitment Process" removes the requirement that a regular employee must complete an initial evaluation period before applying for a position in the Town that is selected for an internal competitive recruitment process. This change to the Town's Personnel Policies and Procedures is requested to allow new employees to the Town to compete for positions selected for an internal recruitment process.

**Staff Recommendation:**

Staff recommends approval and adoption of amendments to the Town's Personnel Policies and Procedures, Chapter 2 - Employment Process.

**Suggested Motion:**

I move to adopt Resolution No. 2021-063, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 2 - Employment Process.

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**Attachments**

# MARANA RESOLUTION NO. 2021-063

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 2 - EMPLOYMENT PROCESS BY AMENDING SECTION 2-1-3 "INTERNAL COMPETITIVE RECRUITMENT PROCESS"

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 2-1 of the Town's Personnel Policies and Procedures, entitled "Recruitment" is hereby amended as follows (with deletions shown with ~~strikeouts~~):

**POLICY 2-1 RECRUITMENT**

**[No revisions to Sections 2-1-1 and 2-1-2]**

**Section 2-1-3 Internal Competitive Recruitment Process**

A. Positions selected for an internal competitive recruitment process may be publicized to Town employees by posting announcements in Town facilities, through electronic means such as the Town's website or Town e-mail, or by other methods as determined by the Human Resources Director or designee.

B. Positions will be open and applications accepted for a minimum of five working days.

C. Regular employees ~~who have completed an initial evaluation period in any position with the Town~~ may apply for positions posted as internal recruitments. ~~Regular employees who are serving in a second or subsequent initial evaluation period in a new position may also apply for positions posted as internal recruitments.~~

D. Term-limited temporary employees who meet all of the following criteria may apply for positions posted as internal recruitments.

1. The temporary employee must be employed directly with the Town and not through a temporary agency or under a contract;

2. The employee must have worked a minimum of 1040 hours in the temporary position; and

3. The employee must have completed a written application for the temporary position and that application must be on file in their official personnel file in the Human Resources Department.

E. Short-term temporary employees are not eligible to apply for positions posted as internal recruitments.

**[No revisions to Section 2-1-4]**

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 4th day of May, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

**Council-Regular Meeting** **C10**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**From:** Cherry L. Lawson, Town Clerk

**Date:** May 4, 2021

**Subject:** Approval of the Council Regular Meeting Summary Minutes of April 20, 2021, and the Council Study Session Meeting Summary Minutes of April 27, 2021 (Cherry L. Lawson)

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**Attachments**

Council Regular Meeting Summary Minutes, 04/20/2021

Study Session Council Meeting Summary Minutes, 04/27/2021

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**MARANA TOWN COUNCIL**

**REGULAR COUNCIL MEETING**

**11555 W. Civic Center Drive, Marana, Arizona 85653**
**Council Chambers, April 20, 2021, at or after 6:00 PM**

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

**SUMMARY MINUTES**

## CALL TO ORDER AND ROLL CALL

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

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

## APPROVAL OF AGENDA

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

## CALL TO THE PUBLIC

## PROCLAMATIONS

## MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

**Council Member Comerford** reported that she and **Mayor Honea** had visited with **Ed Stolmaker,** former **President and CEO of the Marana Chamber of Commerce**. She expressed her gratitude to him in his efforts to advance the Town and the Chambers. She read a statement from him stating, "He is the past President and CEO of the Marana Chamber of Commerce. He wished to thank **Mayor Honea, Vice Mayor Post Council Members, and** Town staff for all of their support to be able to provide a new building for the Marana Chamber of Commerce, as well as the yearly financial support. The Marana Chamber of Commerce is working hard to make Marana a great place to do business."

**Council Member Ziegler** reported that she and **Mayor Honea** attended the 21st Annual Memorial for the Marines who passed away at the Marana Airport when the plane that they were in crashed at the airport. She is glad to be back on the dais.

**Council Member Kai** commented on the comments that **Mayor Honea** and **Council Member Comerford** had with **Ed Stolmaker.** He and his wife **(Diane)** would be visiting with him this week as well. He stated that **Mr. Stolmaker** did some wonderful things for the Town.

**Mayor Honea** reported that:

- He met with Alan Michael and Steve Stone of MHC indicated that they would be hosting the Balloon Festival in October 2021.
- He also met Brian Highcoft, the new President and CEO for Trico Electric who is very community oriented.
- He and **Town Manager Terry Rozema participated in a Zoom Meeting with Rex Scott, Sharon Bronson and Chuck Huckleberry, Pima County Supervisors** and Manager. The County has been very fruitful in its efforts to work with the Town on some projects that may include the Barnett Channel, Cal-Portland Loop, or other projects that Marana and the County can collaborate. He credited **Mr. Rozema** for his ability to reach out to the County so to work together.
- Commented on the Military Memorial that he and **Council Member Ziegler** had attended.
- Spoke with **Ted Maxwell, Retired Major General and former Commanding Officer of the 162nd Airborne**, and **President and CEO of the SALC** in Tucson. **Mr. Maxwell** was appointed by **Governor Ducey** to serve on **PAG-RTA** for a six-year term. The appointment will occur this upcoming week by **Governor Ducey.**

**MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS**

**Town Manager Terry Rozema** reported:

- The Town issued 51 SFR permits for the month of April 2021 as of this day.
- Last year for the month of April, the Town issued 37 SFR permits, and are above the projected number for the year
- **Amanda Jones** was recognized for being a, "5 under 35 of Outstanding Young Professionals" from the American Water Works Association

- The Adonis Road Extension Project is completed, and the Town will have a ribbon cutting on Friday, April 23.
- The Town will hold the Star Spangle Spectacular special event on Sunday, July 4, 2021 at the Arizona Pavilion Shopping Center.
    - There will be food trucks on-site
    - No shuttle transportation will be provided
- Vaccination for Covid-19 is nearly 60% among Town employees

**PRESENTATIONS**

**CONSENT AGENDA**

**C1** Resolution No. 2021-046: Relating to Development; approving and authorizing the Mayor to sign the Second Amendment to Cortaro Ranch Commercial Assurance and Development Agreement with Cortaro Commercial JV, LLC to assure dedication and construction of Joplin Lane with development of certain Cortaro Ranch commercial properties. (Jane Fairall)

**C2** Resolution No. 2021-047: 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. 2021-048: Relating to Development; approving a final plat for Marana Air Commerce Park Lot 1 and Block A, located on the north side of Avra Valley Road, approximately 0.70 miles east of the intersection of Avra Valley Road and Sandario Road (Anita McNamara)

**C4** Resolution No. 2021-049: Relating to Building; approving and authorizing the Mayor to sign the Intergovernmental Agreement between Pima County and the Town of Marana for Building Permit Regulation of Public Property in Each Other's Jurisdictional Territory (David L. Udall)

**C5** Resolution No. 2021-050: Relating to the Police Department; approving and authorizing the Chief of Police to execute a grant agreement between the Town of Marana and DARTdrones and to receive funding under the DARTdrones Public Safety Grant program (Kristin Taft)

**C6** Approval of Council Regular Meeting Summary Minutes of April 6, 2021 (Cherry L. Lawson)

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

**LIQUOR LICENSES**

**L1** Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant Liquor License submitted by Yazmin Vanessa Aldecoa Hernandez on behalf of Tacos Apson, located at 6741 North Thornydale Road Suite 121, Tucson, AZ 85741 (Cherry L. Lawson)

**Town Clerk Cherry Lawson** provided a brief overview of the liquor license application for a new series #012 Restaurant Liquor License.

***Vice Mayor Post moved and Council Member Kai second the motion to approve and submit to the DLLC an order recommending approval of an application for a new series #012 Restaurant Liquor License submitted by Yazim Vanessa Aldecoa Hernandez on behalf of Tacos Apson, located at 6741 North Thornydale Road, Suite 121, Tucson, AZ 85741. Motion passes unanimously, 7-0.***

**BOARDS, COMMISSIONS AND COMMITTEES**

**B1** Resolution No. 2021-051: Relating to Boards, Commissions, and Committees; making appointments to the Town of Marana Board of Adjustment (David L. Udall)

**Associate Town Attorney David Udall** provided a brief overview of Resolution No. 2021-051 making appointments to the Town of Marana Board of Adjustment.

***Vice Mayor Post moved and Council Member Kai second the motion adopting Resolution No. 2021-051 appointing Mark Wiener and Norman Farmer to the Town of Marana Board of Adjustment. Motion passes unanimously, 7-0.***

**COUNCIL ACTION**

**A1** PUBLIC HEARING: Ordinance No. 2021.006: Relating to Development; rezoning approximately 1.16 acres of land located at 4201 W. Jeremy Place, east of N. Camino Martin and south of Ina Road, from R-36 Residential to Heavy Industry (HI) (Anita McNamara)

**[6:20 PM Minutes:] Mayor Honea** opened the public hearing to receive testimony.

**Long-Range Planner Anita McNamara** provided a brief overview of Ordinance No. 2021.006 rezoning approximately 1.16 acres of land located at 4201 W. Jeremy Place, east of N. Camino Martin and south of Ina Road, from R-36 Residential to Heavy Industry (HI).

**[6:22 PM Minutes:] Mayor Honea** closed the public hearing.

***Vice Mayor Post moved and Council Member Kai second the motion adopting Ordinance No. 2021.006 approving a rezoning of approximately 1.16 acres of land located at 4201***

***W. Jeremy Place from R-36 Residential to Heavy Industry. Motion passes unanimously, 7-0.***

**A2** Resolution No. 2021-052: Relating to Economic Development; expanding the Marana Job Creation Incentive Program to include certain retail businesses and industries as Targeted Employers (Curt Woody)

**Economic Development Director Curt Woody** provided a brief overview of Resolution No. 2021-052 expanding the Marana Job Creation Incentive Program to include certain retail businesses and industries as Targeted Employers.

***Council Member Ziegler moved and Vice Mayor Post second the motion to adopt Resolution No. 2021-052 expanding the Marana Job Creation Incentive Program to include certain retail businesses and industries as Targeted Employers. Motion passes unanimously, 7-0.***

**A3** Ordinance No. 2021.007: Relating to Building; adopting by reference the 2021 Town of Marana Outdoor Lighting Code; amending Town Code Section 7-1-2 (Building Codes Adopted); and designating an effective date (David L. Udall)

Resolution No. 2021-053: Relating to Building; declaring the 2021 Town of Marana Outdoor Lighting Code as a public record filed with the Town Clerk (David L. Udall)

**Mr. Udall** provided an overview of Ordinance No. 2021.007 adopting by reference the 2021 Town of Marana Outdoor Lighting Code; amending Town Code Section 7-1-2 (Building Codes Adopted) designating an effective date; and Resolution No. 2021-053 declaring the 2021 Town of Marana Outdoor Lighting Code as a public record filed with the Town Clerk.

**Council Member Craig** stated under the title of Prohibitions asking why the Town removed the prohibition that a neighbor cannot see the lighting. **Chief Building Official David Spurlock** responded explaining the town moved to remove the source as it was running into an administrative purpose in reviewing plans submitted for review. The intent for not seeing the source lighting goes back to the light bulb should not be seen through the fixture.

**Council Member Craig** suggested town staff add that language in its FAQs, as it is not as clear as it was explained in the FAQs. She inquired of the requirements relating to spotlight with motion detectors asking whether the Code is now prohibiting having a spotlight on saguaros after 11 pm. **Mr. Spurlock** replied stating the intention behind it with security lighting coming on automatically via motion detecting as opposed to turning on a light switch. The security light is on when needed and then is turned off.

**Council Member Craig** commented on colored temperatures stating it the language was not clear to her in that section. **Mr. Spurlock** explained that the audience that the section

is intended to address are developers, architects, or lighting engineers as it is a very technical document.

***Council Member Comerford moved and Vice Mayor Post second the motion to adopt Ordinance No. 2021.007, adopting by reference the 2021 Town of Marana Outdoor Lighting Code and amending Marana Town Code Section 7-1-2 (Building Codes Adopted), and to adopt Resolution No. 2021-053, declaring the 2021 Town of Marana Outdoor Lighting Code a public record. Motion passes unanimously, 7-0.***

**ITEMS FOR DISCUSSION / POSSIBLE ACTION**

**D1** Resolution 2021-054: Relating to Utilities; approving and authorizing the Town Manager to sign Contract No: 2020-3123 IGA with the Arizona Department of Water Resources for funding in an amount not to exceed $25,000 to support the creation and implementation of the Marana Citizens' Water Academy (Amanda Jones)

**Water Business Service Coordinator Amanda Jones** provided a PowerPoint overview of Resolution No. 2021-054 approving and authorizing the Town Manager to sign Contract No. 2020-3123 IGA with the Arizona Department of Water Resources for funding in an amount not to exceed $25,000 to support the creation and implementation of the Marana Citizens' Water Academy. The Arizona Department of Water Resources Water Management Assistance Program (WMAP) is intended to provide financial and technical resources to assist water users in the development and implementation of conservation program facilitate augmentation and renewable water supply utilization and obtain information on hydraulic conditions and water availability in an Active Management Area (AMA). *(A copy of the presentation is on file in the Town Clerk's Office for review upon request.)*

***Council Member Ziegler moved and Council Member Kai second the motion to adopt Resolution No. 2021-054 approving and authorizing the Town Manager to sign Contract No. 2020-3123 IGA with the Arizona Department of Water Resources for funding in an amount not to exceed $25,000 to support the creation and implementation of the Marana Citizens' Water Academy. Motion passes unanimously, 7-0.***

**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. Rozema** reported this item is a standing item on the agenda throughout the budget process to provide Mayor and Council an opportunity to bring forward any additional items it would like Town staff to consider or research as part of the budgeting process.

**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. Rozema** provided a report on legislative topics of interest to the Town including:

- American Rescue Plan whereby the Town is receiving a significant amount of money from the federal government—the town still has not received the additional guidance from the government. However, the Town has received from the League of Cities and Towns some additional information some additional things to begin to prepare for receiving those funds.
- There has been little activity on the state level, as there has not been any movement on bills presented that the Town has been tracking.
    - There has been much discussion on the state level related to the budget regarding a reduction in taxes for the people of Arizona.
    - Impacts to that decision would be a reduction in the taxes that the Town would receive of approximately $1.9M per year.
    - The state is looking to establish a flat tax for residents in Arizona. If the state moves forward with the reduction, it will be a significant loss of revenue to the Town.
- Staff is seeking discussion or direction by the Council on this matter.
    - Possibly drafting a letter of response to the representatives that states the Town position, or in taking no position.

**Vice Mayor Post** stated he is not opposed to a flat tax. However, he is curious about the calculation of a flat tax. **Mr. Rozema** stated he does not have the answer to that question; that he can only assume the reduction and a tax cut, there would have to be a reduction—loss in revenue for the various entities that benefits from that revenue. **Vice Mayor Post** stated it would be in his opinion to opt for the flat tax, but to maintain the revenues that municipalities receive.

**Mr. Rozema** stated the Town does have a draft letter that he would send to the Council for its review that does have a statement similar to the opinion of **Vice Mayor Post.** The draft letter does not oppose the flat tax; however, it does voice concern over the loss of revenue. **Vice Mayor Post** asked whether the Council could bring forward a resolution that explains its position.

**Council Member Ziegler** agrees with **Vice Mayor Post** position. She has requested to review the draft letter prepared by the Town. **Council Member Ziegler** stated she agrees with having a resolution.

**Mayor Honea** raised a concern with the direction of the discussion on this item, and deferred to **Town Attorney Jane Fairall**. **Ms. Fairall** stated the item provides the Council the ability to discuss and take action on the item. However, there is no resolution on the agenda for Council to consider, but Council can direct staff to proceed in the manner as directed by Council.

***Vice Mayor Post moved in support of the flat tax is in opposition to reducing the Town of Marana revenues.***

**Ms. Fairall** asked whether it is Council's direction for Town staff to bring back a resolution at the next Council Meeting. **Vice Mayor Post** stated yes, if possible.

**Council Member Craig** stated it would be her preference to state the Council is agnostic on the merits of a flat tax particularly as the Town does not want its revenues to be reduced.

**Mayor Honea** asked whether the Council wish to state that it does not have an issue with the flat tax; however, Council does have an issue with the community receiving less revenue.

***Vice Mayor Post moved and Council Member Ziegler second the motion in support of the flat tax is in opposition to reducing the Town of Marana revenues. Motion passes, 5-2. (Mayor Honea and Council Member Craig, Nay)***

**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 Board of Adjustment.

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

**ADJOURNMENT**

**Mayor Honea** asked for a motion to adjourn the meeting.

***Vice Mayor Post, moved and Council Member Ziegler second the motion to adjourn the meeting. Motion passes unanimously, 7-0. Meeting adjourned at 6:50 PM.***

**CERTIFICATION**

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on April 20, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

**MARANA TOWN COUNCIL**
**STUDY SESSION**
**11555 W. Civic Center Drive, Marana, Arizona 85653**
**Council Chambers, April 27, 2021 at or after 6:00 PM**

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

**SUMMARY MINUTES**

## CALL TO ORDER AND ROLL CALL:

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

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

## APPROVAL OF AGENDA:

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

## DISCUSSION/DIRECTION/POSSIBLE ACTION

**D1** Relating to Budget; review, discussion, consideration, and direction to staff regarding the fiscal year 2021-2022 Manager's recommended budget for the Town of Marana (Terry Rozema and Yiannis Kalaitzidis)

**Town Manager Terry Rozema** provided an introduction of the budget, as well as reviewing some of the accomplishments and awards of town staff.

**Finance Director Yiannis Kalaitzidis** provided a PowerPoint Presentation of the FY2021-2022 Manager's recommended budget for the Town of Marana. *(A copy of the presentation is available in the Town Clerk's Office for review.)*

**Mayor Honea and Council Members** asked questions of **Mr. Kalaitzidis** related to the budget and discussed budget materials that were presented.

## EXECUTIVE SESSIONS

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

## FUTURE AGENDA ITEMS

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

## ADJOURNMENT

**Mayor Honea** asked for a motion to adjourn the meeting.

***Vice Mayor Post, moved and Council Member Kai second the motion to adjourn the meeting. Motion passes unanimously, 7-0. Meeting adjourned at 7:11 PM.***

## CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on April 27, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

**Council-Regular Meeting** **A1**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**From:** Jane Fairall, Town Attorney

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Commerce

**Strategic Plan Focus Area Additional Info:**
PRINCIPLE STATEMENT 2 WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE.
Initiative 1 - Implement the 2017 economic development strategic plan.
Initiative 2 - Research, evaluate, and implement economic development tools and strategies to support business development and expansion.

**Subject:** Resolution No. 2021-064: Relating to Real Estate; approving and authorizing the Mayor to execute an Agreement for Purchase and Sale of Real Property and Escrow Instructions between the Town and Penvesco for the sale of Town property located in Marana Air Commerce Park (Jane Fairall)

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**Discussion:**

On November 17, 2020, the Town Council adopted Ordinance No. 2020.018 rezoning approximately 63.8 acres of Town-owned land located adjacent to the Marana Regional Airport from 'C' Large Lot Zone and 'AG' Agricultural to 'HI' Heavy Industry, with the intent of developing the area into a commercial-industrial park as proposed in the 2017 Marana Regional Airport Master Plan and consistent with the 2040 General Plan. On April 20, 2021, the Town Council adopted Resolution No. 2021-048, approving a final plat for the rezoned area, now known as Marana Air Commerce Park.

Penvesco, a Michigan co-partnership, desires to purchase property in Marana Air Commerce Park to develop new corporate headquarters for The J.D. Russell Company, a Michigan corporation that manufactures and distributes steel, plastic, rubber, and wood products used in the concrete construction industry and the landscape sector.The J.D. Russell Company expects to build a 25,000 to 30,000 square foot structure to house corporate activities and expanded light production and distribution, and to initially employ approximately 30 people at this location. Penvesco also intends to erect two

other free-standing light industrial buildings on the property for lease to other businesses.

The Town and Penvesco have negotiated an Agreement for Purchase and Sale of Real Property and Escrow Instructions (the "Purchase Agreement") for Penvesco to purchase approximately 4.184 acres of property in Marana Air Commerce Park (described as Lot 1 by the Marana Air Commerce Park Final Plat) for its appraised value of $2.53 per square foot, for the total sum of $461,105.25. All development on the Property must comply with the conditions of rezoning set forth in Marana Ordinance No. 2020.018, which contains certain requirements and limitations on the types of industry that may be conducted on the property due to the proximity of the property to the airport.

The Purchase Agreement includes benchmarks for the buyer to develop the property in a timely manner, as follows:

- No later than 36 months after closing, the buyer must submit to the Town a development plan for construction of improvements to the property.
- No later than 48 months, the buyer must begin construction of the improvements.
- No later than 72 months, the buyer must obtain a certificate(s) of occupancy for the improvements.

If the buyer is unable to comply with any of the benchmarks, the buyer may submit a written notice and request for extension to the Town at least 60 days prior to the expiration of the relevant benchmark deadline. If good cause is shown, the Town will grant an extension of the deadline, in increments of no more than six months at a time. If the buyer fails to comply with the development obligations set forth above, and fails to request or be granted an extension, then the Town may exercise its option, in its sole discretion, to re-purchase the property at the same price that it was sold to the buyer.

**Financial Impact:**

| | |
|---|---|
| Fiscal Year: | 2021 |
| Budgeted Y/N: | N |
| Amount: | $461,105.25 |

The property will be sold for its appraised value of $461,105.25. This will be an unbudgeted one-time source of revenue for the general fund.

**Staff Recommendation:**

Staff recommends approval of the Purchase Agreement.

**Suggested Motion:**

I move to adopt Resolution No. 2021-064, approving and authorizing the Mayor to execute an Agreement for Purchase and Sale of Real Property and Escrow Instructions between the Town and Penvesco for the sale of Town property located in Marana Air Commerce Park.

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**Attachments**

Resolution 2021-064

Exhibit A to Resolution- Purchased and Sale Agreement

Marana Air Commerce Park Final Plat Final Plat

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# MARANA RESOLUTION NO. 2021-064

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS BETWEEN THE TOWN AND PENVESCO FOR THE SALE OF TOWN PROPERTY LOCATED IN MARANA AIR COMMERCE PARK

WHEREAS, on November 17, 2020, the Town Council adopted Ordinance No. 2020.018 rezoning approximately 63.8 acres of Town-owned land located adjacent to the Marana Regional Airport from 'C' Large Lot Zone and 'AG' Agricultural to 'HI' Heavy Industry, with the intent of developing the area into a commercial-industrial park as proposed in the 2017 Marana Regional Airport Master Plan and consistent with the 2040 General Plan; and

WHEREAS, on April 20, 2021, the Town Council adopted Resolution No. 2021-048, approving a final plat for the rezoned area, now known as Marana Air Commerce Park; and

WHEREAS Penvesco, a Michigan co-partnership, desires to purchase property in Marana Air Commerce Park to develop new corporate headquarters for The J.D. Russell Company, a Michigan corporation that manufactures and distributes steel, plastic, rubber, and wood products used in the concrete construction industry and the landscape sector; and

WHEREAS The J.D. Russell Company expects to build a 25,000 to 30,000 square foot structure to house corporate activities and expanded light production and distribution, and to initially employ approximately 30 people at this location; and

WHEREAS Penvesco also intends to erect two other free standing light industrial buildings on the property for lease to other businesses; and

WHEREAS A.R.S. § 9-500.11 authorizes the Town Council to appropriate and spend public monies for and in connection with economic development activities, including the conveyance of real property, where the Town Council finds and determines that the conveyance will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the Town; and

WHEREAS the Town and Penvesco have negotiated an Agreement for Purchase and Sale of Real Property and Escrow Instructions (the "Purchase Agreement") for Penvesco to purchase property in Marana Air Commerce Park for its appraised value; and

WHEREAS the Town Council finds that the proposed Purchase Agreement will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the Town; and

WHEREAS the Town Council finds that the Purchase Agreement with Penvesco is in the best interests of the Town.

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

SECTION 1. The Purchase Agreement between the Town and Penvesco for the sale of Town property located in Marana Air Commerce Park, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized to sign it, and the Town Manager is hereby authorized to sign any associated deeds and related sale documents for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 4th day of May, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

# AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

This Agreement is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Seller"), and PENVESCO, a Michigan co-partnership (the "Buyer"). The Seller and the Buyer are sometimes referred to collectively in this Agreement as the "Parties" and individually as a "Party."

**1. Property.** The Buyer wishes to acquire fee title to lands owned by the Seller, with a land area of approximately 4.184 acres, that are referred to in this Agreement as the "Property" and more particularly described as follows:

Lot 1 of Marana Air Commerce Park, a subdivision of Pima County, Arizona according to the final plat recorded in the office of the Pima County Recorder at Sequence Number _____.

**2. Purchase Price.** The Seller agrees to sell and the Buyer agrees to acquire the Property for $2.53 per square foot, for the total sum of $461,105.25 (the "Purchase Price"), subject to the terms and conditions set forth in this Agreement, and in the following manner:

**a.** Upon full and final execution of this Agreement, escrow shall be opened with the Escrow Agent by depositing a copy of the fully executed Agreement with Escrow Agent, and a sum of $13,800.00 (the "Earnest Money") shall be paid by the Buyer to Escrow Agent in cash, certified funds, or by wire transfer.

**b.** The balance of the Purchase Price shall be paid by the Buyer in cash, certified funds, or by wire transfer, by depositing this sum with Escrow Agent on or before the Closing.

**3. Joint Escrow Instructions.** Escrow Agent is by this Agreement appointed and designated to act as such and is authorized and instructed to deliver, pursuant to the terms of this Agreement, such documents and monies deposited with Escrow Agent as provided in this Agreement. The provisions of this Agreement shall constitute joint Escrow Instructions to the Escrow Agent; provided however, that the Parties shall execute such additional instructions as requested by the Escrow Agent not inconsistent with the provisions of this Agreement.

**4. Closing Date.** The closing of this transaction (the "Closing", "Closing Date" or "Close of Escrow") shall mean the date of which the Special Warranty Deed is recorded conveying the property from Seller to Buyer. The Closing shall occur at the office of Stewart Title & Trust of Tucson, Attn: Michelle Jolly, Escrow Officer ("Escrow Agent"), located at 3939 E. Broadway Blvd., Tucson, Arizona 85711, or at such other place as may be mutually agreed upon by the Parties. The Closing Date shall be 14 days following the expiration of the

Inspection Period, or as mutually agreed by the Seller and the Buyer. The Parties anticipate that Closing will occur no later than June 29, 2021.

**5. Title Review, Title Insurance, and Feasibility Period**.

**a.** Title Policy Order. Within five days of the Effective Date, the Buyer shall order from Stewart Title & Trust of Tucson (the "Title Company") a commitment for an owner's title insurance policy for the Property. The type of policy (standard, extended, etc.) is Buyer's choice, and is referred to in this Agreement as the "Owner's Policy."

**b.** Title Review. The Buyer shall have 30 days from the delivery of the preliminary title commitment (the "Title Review Period") in which to review and to provide written objection to the Escrow Agent and the Seller (the "Buyer's Notice") to the condition of title to the Property (the "Title Exceptions"). If the Buyer fails to notify the Seller and the Escrow Agent in writing of the Buyer's approval or disapproval of the Title Exceptions within the Title Review Period, the Title Exceptions as shown in the preliminary title commitment shall be deemed approved by the Buyer. Any Title Exception objected to by the Buyer in the Buyer's Notice shall be an "Unpermitted Exception."

i. If the Buyer gives notice of disapproval to the Seller and the Escrow Agent, during the Title Review Period, the Seller shall be required to cure the Unpermitted Exceptions by removing or correcting any Unpermitted Exceptions or by causing the Title Company to waive or commit to insure over the Unpermitted Exceptions at the Seller's cost. If the Seller, after using commercially reasonable efforts, is unable to cure any one or more of the Unpermitted Exceptions prior to the scheduled Closing Date, the Buyer at its sole discretion may exercise any of the following options:

(A) postpone the Closing for an additional period of time to be determined by the Parties to allow for the removal of the Unpermitted Exceptions; or

(B) waive the removal of any such Unpermitted Exception as a condition to Closing, in which event such Unpermitted Exception shall be deemed an additional Permitted Exception under this Agreement.

ii. If the Title Company amends the Title Commitment to provide for exceptions in addition to those approved by the Buyer, the Buyer shall have three days after the Buyer's receipt of any such amendment together with good and legible copies all documents referenced in this Agreement to give notice to Escrow Agent and the Seller whether it shall accept the additional exceptions or elect to terminate this Agreement unless such are cured to its reasonable satisfaction by the Seller. The Closing Date shall be extended, if necessary, to accommodate this procedure.

**c.** Title Policies. The Escrow Agent shall issue to the Buyer at Closing the Owner's Policy (or the Title Company's irrevocable commitment to issue such Owner's Title Policy within 30 days after Closing). The Owner's Policy shall be issued by the Title Company in the full amount of the Purchase Price, effective as of the Closing and shall insure the Buyer that fee simple title to the Property is vested in the Buyer subject only to the "Permitted Exceptions," which term is defined to mean only such title matters as

are approved and accepted by the Buyer in accordance with the provisions of subparagraph 5.b above. The Seller shall pay the full cost of the Owner's Policy and any additional charges arising out of the title policy.

**d.** Inspection Period. The Buyer shall have until close of business on June 15, 2021, to inspect or investigate to the Buyer's sole and absolute satisfaction the Property (the "Inspection Period"). During the Inspection Period, at the Buyer's expense, the Buyer may cause to be prepared or performed an appraisal and environmental reports and studies and any other reports, surveys or studies which are deemed necessary by the Buyer in order to perform its due diligence investigation and analysis of the Property. Prior to the expiration of the Inspection Period, the Buyer shall notify the Seller if the Buyer determines, in its sole discretion, to terminate this Agreement.

**6. Representations and warranties of the Seller and the Buyer.**

**a.** The Seller's representations and warranties. The Seller represents and warrants, as of the date of this Agreement, as follows:

i. The Seller is the owner of the Property and the Seller shall convey title to the Property to the Buyer at Closing by Special Warranty Deed, free of all liens, claims or encumbrances, subject only to the Permitted Exceptions;

ii. At the Close of Escrow, the Seller shall be ready, willing, and able to perform in accordance with the terms of this Agreement.

iii. The execution and delivery of this Agreement and the consummation of the transaction contemplated by this Agreement have been duly authorized on the part of the Seller.

iv. The Seller will perform, observe, and comply with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed and complied with by the Seller on or before the Closing and will execute and deliver all documents required to be executed and delivered by the Seller in order to consummate the transaction contemplated by this Agreement on or before the Closing (if such shall close in accordance with the terms of this Agreement) and of the time periods set forth in this Agreement.

v. The Seller has not been notified that the Property is not in compliance (both as to condition and use) with all applicable federal, state and local laws, statutes, ordinances, codes and administrative rules or regulations and with any applicable orders of any court or other judicial body having jurisdiction over the Property, including, but not limited to, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety engineering codes, rules or regulations, and as of Closing the Seller shall have taken no action to knowingly cause the Property to violate any of the foregoing as the same existed upon the Opening of Escrow.

vi. The Seller has no actual notice of any issues relating to access to the Property or utility service to the Property.

vii. Other than the representations and warranties expressly stated in this Agreement, the Seller makes no further representations and/or warranties of any sort whatsoever. Except as expressly provided in this Agreement, the Buyer is relying entirely on the Buyer's own investigations and examinations as to the physical condition and every other aspect of the Property, including without limitation, conformity to past, current or future zoning or building code requirements, the existence of soil instability, soil repairs, and any other soil conditions, sufficiency of undershoring and drainage, the existence of any flood plains or flood hazards or similar conditions, every other matter affecting the stability or integrity of the Property and any improvements or buildings located on the Property, the environmental condition of the Property and the income and expenses generated by the Property. The Buyer acknowledges that it has performed the investigation, that any information provided or made available or to be provided or made available to the Buyer by the Seller, or its agents, brokers, members, managers, partners, representatives, or others was provided or made available or will be provided or made available solely as a courtesy, and that the Buyer has the sole responsibility for determining the existence or nonexistence of any fact material to the Buyer's decision to purchase the Property. The Buyer acknowledges that the Buyer is purchasing the Property on an "AS-IS, WHERE-IS" basis WITH ALL FAULTS, except as specifically represented and warranted in this subparagraph 6.a of this Agreement, without any implied warranties, and the Buyer is completely at risk with respect to all attributes and conditions, latent or otherwise, of the Property. The Seller does not warrant the Property to be free from defects and the Buyer expressly accepts the possibility of such defects. By executing this Agreement, the Buyer by this Agreement gives the Seller, as a material inducement for the Seller to enter into this Agreement, a full release of any and all claims or causes of action arising at common law, under statute or otherwise, whether sounding in contract or in tort, arising out of or related to the condition of the Property and any equipment remaining on the Property. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Buyer does not releases the Seller from any claims or causes of action the Buyer may have now or in the future based upon fraudulent misrepresentation by the Seller.

**b.** The Buyer's representations and warranties. The Buyer represents and warrants, as of the date of this Agreement, as follows:

i. At the Close of Escrow, the Buyer shall be ready, willing, and able to perform in accordance with the terms of this Agreement.

ii. The execution and delivery of this Agreement and the consummation of the transaction contemplated by this Agreement have been duly authorized on the part of the Buyer.

iii. The Buyer warrants to the Seller that the Buyer understands that this is a binding contract, that there are no oral or verbal representations about the Property which have been made by the Seller which will survive the execution of this Agreement including, but not limited to, statements as to size, acreage, boundaries, location, zoning, suitability or any other representation, unless said statement is in expressly made in writing in this Agreement or related documents and signed by the Seller.

iv. The Buyer will, prior to Closing, fully inspect the Property, in accordance with subparagraph 5.d above, and at Closing, will accept the Property in an "AS-IS, WHERE-IS" condition, WITH ALL FAULTS, unless this Agreement has been canceled in accordance with its terms and conditions.

v. The Buyer will perform, observe, and comply with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed and complied with by the Buyer on or before the Closing and will execute and deliver all documents required to be executed and delivered by the Buyer in order to consummate the transaction contemplated by this Agreement on or before the Closing (if such shall close in accordance with the terms of this Agreement) and of the time periods set forth in this Agreement.

**c.** Survival of representations and warranties after Closing. The Parties acknowledge that each and every representations and warranty contained in this paragraph 6 shall be true and accurate as of the date of this Agreement and also as of the Closing and shall constitute a material part of the consideration under this Agreement and shall survive the Closing. All obligations to be performed at the Closing will survive the Closing and will not be deemed to merge upon delivery and acceptance of the conveyance instruments at Closing.

**7. Environmental Representations.** The Buyer and the Seller agree that neither Party is assuming any obligation of the other Party relating to any potential liability arising from the environmental condition of the Property. Each Party shall remain responsible for its obligations as set forth by law. The Seller hereby represents and warrants that, during Seller's ownership of the Property, to the best of the Seller'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.

**8. Environmental Inspection Rights.** The Seller shall permit the Buyer to conduct such inspections of the Property as the Buyer deems necessary to determine the environmental condition of the Property. 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 the Buyer. If any

environmental inspection reveals the presence of contamination or the need to conduct environmental clean-up as a result of contamination occurring during Seller's Ownership of the Property, the Seller shall remediate all contamination within the Property adequate to bring it into compliance with all applicable federal, state, or local environmental regulations prior to Closing or the Buyer may terminate this Agreement. If contamination is discovered which occurred prior to Seller acquiring title to the Property, Seller may decline to conduct a clean-up to bring the Property into compliance with applicable law. In such case, Buyer may terminate this Agreement.

**9. Closing**.

**a.** The Seller's deliveries. No later than Closing, the Seller shall deliver or cause to be delivered to Escrow Agent each of the following:

i. A Special Warranty Deed executed and acknowledged on behalf of the Seller, in recordable form, conveying good and indefeasible fee simple title to the Property to the Buyer, free and clear of any liens, encumbrances, easements, or other matters affecting title to the Property, except the Permitted Exceptions;

ii. An Affidavit of Property Value;

iii. Such evidence or other documents that may be reasonably required by the Title Company evidencing the status and capacity of the Seller in connection with the sale of the Property; and

iv. All additional documents and instruments this Agreement requires to be provided by the Seller at Closing and all additional documents and instruments as are reasonably necessary for the proper consummation of this transaction.

**b.** The Buyer's deliveries. Not later than Closing, the Buyer shall deliver or cause to be delivered to Escrow Agent each of the following:

i. An Affidavit of Property Value;

ii. All additional documents and instruments this Agreement requires to be provided by the Buyer at Closing and all additional documents and instruments as are reasonably necessary for the proper consummation of this transaction; and

iii. Such evidence or other documents that may be reasonably required by the Title Company evidencing the status and capacity of the Buyer in connection with the sale of the Property.

**c.** Possession. At Closing, possession shall be transferred from the Seller to the Buyer and the Seller shall have removed all of the Seller's property, and shall leave the Property in the same condition as of the date of this Agreement. Any personal property remaining upon the Property at Closing shall be transferred to the Buyer gratis at Closing. Upon or as soon after Closing as is practical, the Escrow Agent shall issue and deliver the Owner's Policy to the Buyer as provided in this Agreement.

**d.** Prorations. Ad valorem taxes for the then-current period shall be prorated at the Closing, effective as of the date of Closing. If the Closing shall occur before the tax rate is fixed for the then-current period, the apportionment of the taxes shall be upon the basis of the tax rate for the preceding period applied to the latest assessed valuation, but any difference in actual and ad valorem taxes for the period of sale actually paid by the Buyer shall be adjusted between the Parties upon receipt of written evidence of their payment. Special assessments which are or will become a lien on the Property will be assumed by the Buyer and treated as a Permitted Exception.

**e.** Closing costs. Payment of all closing costs, including but not limited to, the recording fees, sales, intangible and documentary transfer taxes, and escrow fees, shall be split equally by the Buyer and the Seller.

**f.** Escrow Agent obligations. Without limitation, it shall be the obligation of Escrow Agent at Closing:

i. To record with the Pima County Recorder the Special Warranty Deed delivered under this Agreement;

ii. To deliver to the Pima County Recorder the Affidavit of Property Value; and

iii. To cause the issuance and delivery to the Buyer of the Owner's Policy.

**10. Indemnification**.

**a.** The Buyer's indemnity. The Buyer agrees to indemnify, defend, protect and hold the Seller harmless of and from any and all liabilities, claims, demands, and expenses, of any kind or nature (except those items, which by the terms of this Agreement specifically remain the obligation of the Seller) arising or accruing after the Closing Date and which are in any way related to the ownership, maintenance, or operation of the Property, or from the Buyer's use of the Property prior to Closing including during the Inspection Period, or from any activity, work or things done, permitted or suffered by the Buyer in or about the Property prior to Closing including during the Inspection Period, including, but not limited to, court costs and attorney's fees.

**b.** The Seller's indemnity. The Seller agrees to indemnify, defend, protect and hold the Buyer harmless of and from any and all liabilities, claims, demands, and expenses, of any kind or nature (except those items, which by the terms of this Agreement specifically remain the obligation of the Buyer) arising or accruing prior to the Closing Date and which are in any way related to the ownership, maintenance, or operation of the Property, including, but not limited to, court costs and attorney's fees.

**c.** Notice of claim. If either Party receives notice of a claim or demand which results or may result in indemnification pursuant subparagraphs 10.a or 10.b of this Agreement, the Party receiving notice of the claim shall as soon as practicable give notice of request for indemnity to the other Party. The Party receiving the notice of request for indemnity shall immediately take such measures as may be reasonably required to properly and effectively defend the claim, and may defend same with counsel of its own choosing. If

the Party receiving notice of request for indemnity fails to properly and effectively defend the claim, the Party giving notice of request for indemnity may defend the claim and seek reimbursement of all expenses and of any final judgment that should have been covered by the indemnifying Party.

**11. Default and remedies**.

**a.** If the Buyer fails to consummate this Agreement for any reason except: (i) the Seller's default, (ii) termination of this Agreement by the Buyer pursuant to a right of termination given in this Agreement, or (iii) the failure of a condition to Closing or to the Buyer's obligations under this Agreement as set forth in this Agreement, the Buyer shall be in default under this Agreement in which event the Seller, as its sole and exclusive remedy, may terminate this Agreement and Escrow Agent shall transfer to the Seller the Earnest Money, which sum shall constitute the Seller's liquidated damages for the breach of this Agreement and not a penalty, it being the agreement and understanding of the Parties that the Seller's damages would otherwise be difficult if not impossible to determine.

**b.** If default by the Seller causes the Seller not to close, the Buyer shall have all remedies available at law against the Seller, including but not limited to, return of its Earnest Money and specific performance.

**c.** Except at otherwise provided in this Agreement, any Party who wishes to cancel this Agreement because of any breach by the other Party, or because escrow fails to close by the agreed date, and who is not himself in breach of this Agreement, except as occasioned by a breach by the other Party, may cancel this Agreement by delivering a notice to either the breaching party and to the Escrow Agent stating the nature of the breach and that this Agreement shall be cancelled unless the breach is cured within 15 calendar days following the delivery of the notice. Any notice delivered to any Party must be delivered to the Escrow Agent. Within three calendar days after receipt of such notice, the Escrow Agent shall send the notice by mail to the Party in breach at the address contained in the notice. No further notice shall be required. If the breach is not cured within 15 calendar days following the delivery of the notice, this Agreement shall be cancelled.

**12. Brokers.** The Parties represent that they have not retained the services of a real estate broker or agent with respect to the sale of the Property.

**13. No Leases.** The Seller warrants that there are no oral or written leases on all or any portion of the Property.

**14. Right of Entry.** This Agreement grants the Buyer, its employees, agents, and consultants, the right to enter the Property effective as of the date this Agreement is signed on behalf of the Seller, which shall terminate when the Buyer takes title to the Property or when the Buyer notifies the Seller that the Buyer has determined to terminate this Agreement as described in paragraph 5(d) above.

**15. No Sale.** The Seller shall not sell or encumber the Property prior to close of escrow.

**16. Buyer's obligation for development of the Property.**

**a.** No later than 36 months after the Closing Date, the Buyer shall submit to the Seller a development plan conforming to the requirements of the most recently promulgated Town of Marana Development Plan Guide or Checklists for construction of improvements to the Property. All development on the Property shall comply with the conditions of rezoning set forth in Marana Ordinance No. 2020.018, recorded in the office of the Pima County Recorder at Sequence Number 20203250033. The Buyer shall begin construction of the improvements in conformance with the approved development plan no later than 48 months after the Closing Date, and shall obtain a certificate(s) of occupancy for those improvements within 72 months of the Closing Date.

**b.** If the Buyer is unable to comply with any of the benchmarks established in paragraph 16.a above, the Buyer may submit a written notice and request for extension to the Seller at least 60 days prior to the expiration of the relevant benchmark deadline. The notice and request shall set forth in detail the reasons the Buyer is unable to comply with the provisions of paragraph 16.a, as well as a revised timeline for completion of the benchmark in question. If good cause is shown, the Seller shall grant an extension of the deadline, in increments of no more than six months at a time. If the Seller rejects the request for extension, the Seller shall give detailed reasons therefor and shall use its best efforts to provide recommended revisions or other conditions for acceptance.

**17. Seller's option to buyback Property.** If the Buyer fails to comply with the development obligations set forth in paragraph 16.a above, and fails to request or be granted an extension pursuant to paragraph 16.b above, (a "Fundamental Breach"), then the Seller may exercise its option, in its sole discretion, to re-purchase the Property by delivering written notice of such intent to the Buyer within 120 days of the Fundamental Breach. If the Seller exercises its repurchase rights as set forth in this paragraph 17, the repurchase price shall be $461,105.25 (the "Repurchase Price"). The repurchase of the Property shall be consummated through the Escrow Agent, at a time determined by the Seller, but no later than 90 days after the delivery of the Seller's notice that it intends to exercise its repurchase rights (the "Repurchase Closing"). The Repurchase Price shall be payable in cash or other immediately available funds. The Buyer shall convey title to the Property to the Seller by Special Warranty Deed, subject to all real estate taxes, installments of special assessments, easements, restrictions, covenants and conditions of record, except delinquent real property taxes or installments of special assessments. Any mortgage or liens, including potential mechanics liens or other liens outstanding on the Property, shall be discharged by the Buyer at the Repurchase Closing, and the Buyer shall deliver to the Seller full lien waivers from all contractors and subcontractors in connection with the construction of any unfinished improvements. Current real property taxes and installments of special assessments shall be prorated as of the date of the Repurchase Closing. The Buyer shall leave the Property in the same condition as of the date of this Agreement, normal wear and tear excepted. The Buyer shall remove all unfinished improvements from the Property, unless the Seller gives the Buyer written permission to abandon any unfinished improvements on the Property. Any personal property remaining upon the Property at the Repurchase Closing shall be

transferred to the Seller gratis at the Repurchase Closing. The costs of the Repurchase Closing and title shall be paid by the Buyer.

**18. Miscellaneous provisions**.

**a.** Date of this Agreement. The terms "date of this Agreement" or "effective date of this Agreement" as used in this Agreement, shall mean the later of the following dates: (i) the date of the Seller's signature on this Agreement or (ii) the date of the Buyer's signature on this Agreement.

**b.** Notices. Any notice or communication required or permitted under this Agreement shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, addressed to the intended recipient at the address on the signature page of this Agreement or when received if delivered personally. Notices delivered by email shall also be allowed and shall be effective upon transmission provided electronic confirmation of the transmission is kept by the Party giving notice. Any address for notice may be changed by five days prior written notice so given. Any notice to a Party required or permitted under this Agreement shall be delivered to the following:

If to the Seller:

TOWN OF MARANA
Attn: Town Attorney
11555 W. Civic Center Drive, Bldg. A3
Marana, Arizona 85653-7006
jfairall@maranaaz.gov

If to the Buyer:

PENVESCO
Attention: Nicholas H. Danna
P.O. Box 36795
Tucson, AZ 85740

If to the Escrow Agent:

Susan D. Lane, Escrow Officer
STEWART TITLE & TRUST OF TUCSON
6400 N. Oracle Road, Suite 102
Tucson, Arizona 85704
susan.lane@stewart.com

**c.** Interpretation. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions in this Agreement. In the event of an ambiguity in, or dispute regarding, the interpretation of same, the

interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

**d.** Risk of loss. The risk of loss or damage to the Property and all liability to third persons until the Closing shall be borne by the Seller and thereafter shall be borne by the Buyer.

**e.** Counterpart and electronic signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by the affixing of the signature page of each of the Parties to one of such counterpart signature pages and all such counterpart signature pages shall be attached to one Agreement, and read having the same force and effect as though all of the signatories had signed a single page. Further, the execution and delivery of this Agreement may be effectuated by the use of electronic transmission and the electronic signature shall be considered an original signature.

**f.** Attorneys' fees. If either Party shall be required to employ an attorney to enforce or defend its rights under this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, all such fees to be set by the Court and not by the jury.

**g.** Integration. This Agreement contains the complete agreement between the Parties and cannot be varied except by the written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth in this Agreement.

**h.** Binding effect. This Agreement shall inure to the benefit of and bind the Parties and their respective heirs, representatives, successors, and permitted assigns.

**i.** Dates and time periods. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for in this Agreement fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

**j.** Non-waiver. No delay or failure by either Party to exercise any right under this Agreement and no partial or single exercise of such right will constitute a waiver of that or any other right, unless expressly provided in this Agreement.

**k.** Assignment. The Buyer shall have no right, without the prior written approval of the Seller, which approval shall not be unreasonably withheld, to sell, assign, or transfer this Agreement or any rights or responsibilities of the Buyer under this Agreement.

**l.** Not a partnership/no third party beneficiaries. Nothing in this Agreement shall be deemed to create a partnership or joint venture among the Parties. This Agreement is not intended to benefit and shall not be construed as conveying any rights upon any parties other than the Parties to this Agreement.

**m.** Choice of law/venue. This Agreement shall be governed by Arizona law. Venue for any action brought under this Agreement shall be Pima County.

**n.** Time is of the essence. Time is of the essence in the performance of this Agreement.

**o.** Severability. If any one or more of the provisions of this Agreement or the applicability of any provisions to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all of such provisions of this Agreement and all other application of such provisions will not be affected by any such invalidity or unenforceability.

**p.** Independent counsel. The Seller and the Buyer each represent and acknowledge that it has had the benefit and advice of independent legal counsel in connection with the preparation and execution of this Agreement or has been advised to seek such counsel and has voluntarily or knowingly chosen not to do so.

**q.** Conflict of interest**.** This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by the Buyer for certain conflicts of interest.

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

THE "SELLER":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

THE "BUYER":

PENVESCO, a Michigan co-partnership

By: _____
Nicholas H. Danna, Co-Partner

Date: _____

By: _____
Robert A. Danna, Co-Partner

Date: _____

STATE OF _____)

ss.

County of _____)

The foregoing instrument was acknowledged before me on _____ by Nicholas H. Danna, Co-Partner on behalf of PENVESCO, a Michigan co-partnership.

(Seal)

_____

Notary Public

STATE OF _____)

ss.

County of _____)

The foregoing instrument was acknowledged before me on _____ by Robert A. Danna, Co-Partner on behalf of PENVESCO, a Michigan co-partnership.

(Seal)

_____

Notary Public

## OWNER:

TOWN OF MARANA
11555 WEST CIVIC CENTER DRIVE
MARANA, ARIZONA 85653
PH: (520) 382-2600
CONTACT: KEITH BRANN, P.E., C.F.M.
EMAIL: kbrann@maranaaz.gov

## SITE ADDRESS:

MARANA AIR COMMERCE PARK
11070 N. AIR COMMERCE WAY
MARANA, ARIZONA 85653

## LAND SURVEYOR:

ERIC V. SNYDER
REGISTERED LAND SURVEYOR
RLS NUMBER 50658
STANTEC CONSULTING, INC.
3133 W. FRYE ROAD, SUITE 300
CHANDLER, ARIZONA 85226
PH: (480) 687-6100
WEB: www.stantec.com

## GENERAL NOTES

1. THE GROSS AREA OF THIS PLAT IS 63.785 ACRES (2,778,491 SQ.FT.) BEING COMPOSED OF THE FOLLOWING CLASSIFICATIONS:

| | | |
|---|---|---|
| TOTAL NUMBER OF PARCELS IS 2 | | |
| TOTAL AREA OF BLOCK A IS | 51.365 ACRES | (2,237,452 SQ.FT.). |
| TOTAL AREA OF LOT 1 IS | 4.184 ACRES | (182,254 SQ.FT.). |
| TOTAL COMBINED PARCEL AREA IS | 55.549 ACRES | (2,419,706 SQ. FT.) |
| TOTAL LINEAR MILES OF NEW PUBLIC STREETS IS | 0.668 MILES | (3,526 LINEAR FT.) |
| NEW STREETS R.O.W. AREA IS | 8.237 ACRES | (358,785 SQ. FT.) |
| SUMMARIZED TOTALS: | 63.785 ACRES | (2,778,491 SQ. FT.) |

2. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-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.
9. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
10. THE BASIS OF BEARINGS OF THIS PROJECT IS THE CENTERLINE OF AVRA VALLEY ROAD HELD BETWEEN THE EAST QUARTER-CORNER AND THE CENTER OF SECTION MONUMENTS FOR SECTION 10. SAID BEARING TAKEN AS SOUTH 89°23'54" WEST AS NOTED ON SHEET 2 OF 2.
11. THE CURRENT ZONING DESIGNATIONS OF THE PARCELS WITHIN THE FINAL PLAT AREA IS "HI" FOR HEAVY INDUSTRY, ACCORDING TO THE TOWN OF MARANA ORDINANCE NO. 2020.018. ZONING DESIGNATION "HI" HAS A MINIMUM LOT SIZE OF 1 ACRE WITH SETBACKS OF: 50' FROM PROPERTY LINES AND RESIDENTIAL STREETS; 10' FROM LOCAL INDUSTRIAL STREETS; 30' FROM RESIDENTIAL AREAS; 20' FROM COMMERCIAL PARCELS; 10' FROM INDUSTRIAL PARCELS AND 50' FROM FLOOD CONTROL AREAS.
12. THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS OF REZONING ORDINANCE #2020.018

## DEDICATIONS

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

NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE TOWN OF MARANA.

WE HEREBY DEDICATE AND CONVEY TO THE PUBLIC FOREVER ALL PUBLIC RIGHTS-OF-WAY SHOWN HEREON AS AIR COMMERCE WAY.

TOWN OF MARANA, AN ARIZONA MUNICIPAL CORPORATION

_____.

BY: ED HONEA, MAYOR

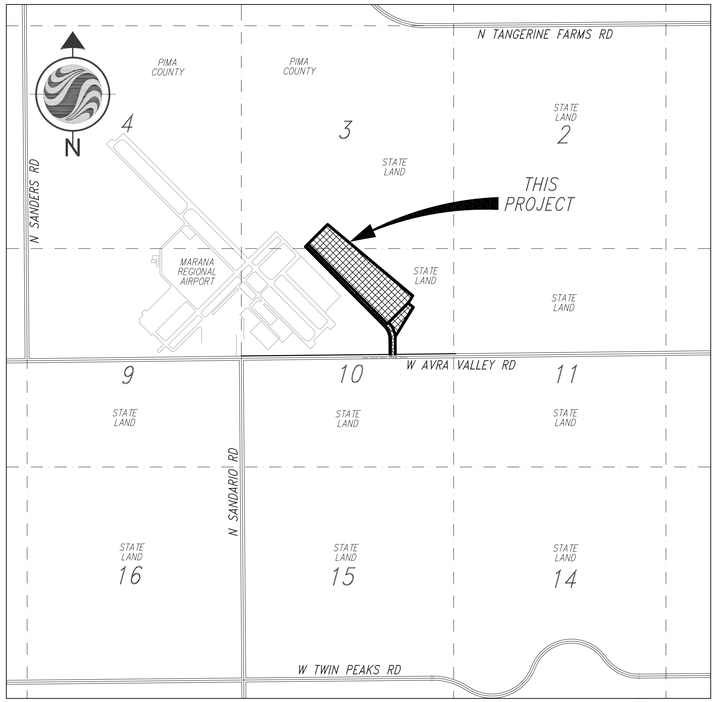
## ACKNOWLEDGMENT

STATE OF )
)S.S.
COUNTY OF )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY ED HONEA, MAYOR OF TOWN OF MARANA, AN ARIZONA MUNICIPAL CORPORATION, ON BEHALF OF THE CORPORATION.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC:




## LOCATION MAP

SECTIONS 2,3,4, 9,10,11, 14,15,16
OF TOWNSHIP 12 SOUTH - RANGE 11 EAST,
GILA & SALT RIVER MERIDIAN
TOWN OF MARANA, PIMA COUNTY, ARIZONA
SCALE: 3 INCHES = 1 MILE

## SHEET INDEX


1 COVER SHEET
2 SURVEY PLAN


## LEGEND

- BOUNDARY LINE
- PROPERTY LINE
- ROAD CENTERLINE
- EASEMENT LINE
- SECTION LINE OR MID-SECTION LINE
- INDICATES FOUND SECTION MONUMENT AS NOTED HEREON
- INDICATES FOUND PROPERTY CORNER AS NOTED HEREON
- INDICATES NEW PROPERTY CORNER TO BE SET

Sequence_____

Fee_____

State of Arizona_____

County of Pima_____

I hereby certify that the instrument was filed for record at the request

Of STANTEC CONSULTING SERVICES INC.

Date_____

Time_____

Witness my hand and Official Seal
day and year above written.

GABRIELLA CÁZARES-KELLY, County Recorder

BY_____
Deputy

## ASSURANCES ARE NOT REQUIRED

THE TOWN OF MARANA DOES NOT REQUIRE THE SUBDIVIDER TO PROVIDE SUBDIVISION ASSURANCES FOR THIS SUBDIVISION. ANY SUBDIVISION IMPROVEMENTS REQUIRED BY ARIZONA REVISED STATUTES SECTION 9-463.01(C)(8) AND MARANA TOWN CODE SECTION 17-5-5 HAVE BEEN PROVIDED.

_____ _____
TOWN OF MARANA DATE

## ASSURED WATER SUPPLY

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

BY _____ _____
MARANA WATER DIRECTOR DATE

## CERTIFICATION

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

BY _____
CLERK OF THE TOWN OF MARANA DATE

## TOWN OF MARANA APPROVALS

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

BY _____ _____
MARANA PLANNING DIRECTOR DATE

BY _____ _____
MARANA WATER DIRECTOR DATE

## FLOOD ZONE DESIGNATION

REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP 04019C1040L, DATED JUNE 16, 2011 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) AND AS MODIFIED BY LETTER OF MAP REVISION, CASE NO. 20-09-0784P, WITH AN ISSUE DATE OF NOVEMBER 19, 2020 AND AN EFFECTIVE DATE OF APRIL 5, 2021 SHOW THAT THE PROJECT SITE LIES WITHIN FLOOD ZONES "D" AND "AO" (DEPTH 1')

ZONE "D" IS DEFINED BY F.E.M.A. AS "AREAS OF UNDETERMINED FLOOD HAZARD".

ZONE "AO" IS DEFINED BY F.E.M.A. AS "AREAS HAVING FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY SHEET FLOW ON SLOPING TERRAIN); AVERAGE DEPTHS DETERMINED. FOR AREAS OF ALLUVIAL FLOODING, VELOCITIES ALSO DETERMINED.

Digitally signed by Snyder, Eric
Date: 2021.04.03 07:01:13 -07'00'

04-03-2021

ERIC V. SNYDER
REGISTERED LAND SURVEYOR
RLS NUMBER 50658

## CERTIFICATION OF SURVEY

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

Digitally signed by Snyder, Eric
Date: 2021.04.03 06:56:44 -07'00'

04-03-2021

ERIC V. SNYDER
REGISTERED LAND SURVEYOR
RLS NUMBER 50658

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50658
ERIC V.
SNYDER
Date Signed 3/31/2021
ARIZONA, U.S.A.
Expires 03/31/2022

FINAL PLAT

# MARANA AIR COMMERCE PARK
# LOT 1 AND BLOCK A

CONSISTING OF:
LOT 1 AND BLOCK A AND AIR COMMERCE WAY,
VARIABLE WIDTH, PUBLIC RIGHT OF WAY

A PORTION OF SECTIONS 3 & 10 OF TOWNSHIP 12 SOUTH, RANGE 11 EAST,
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

CASE REFERENCES:
PCZ2009-001
x#-##-##

PRV2012-001
JANUARY 2021

Sheet 1 of 2

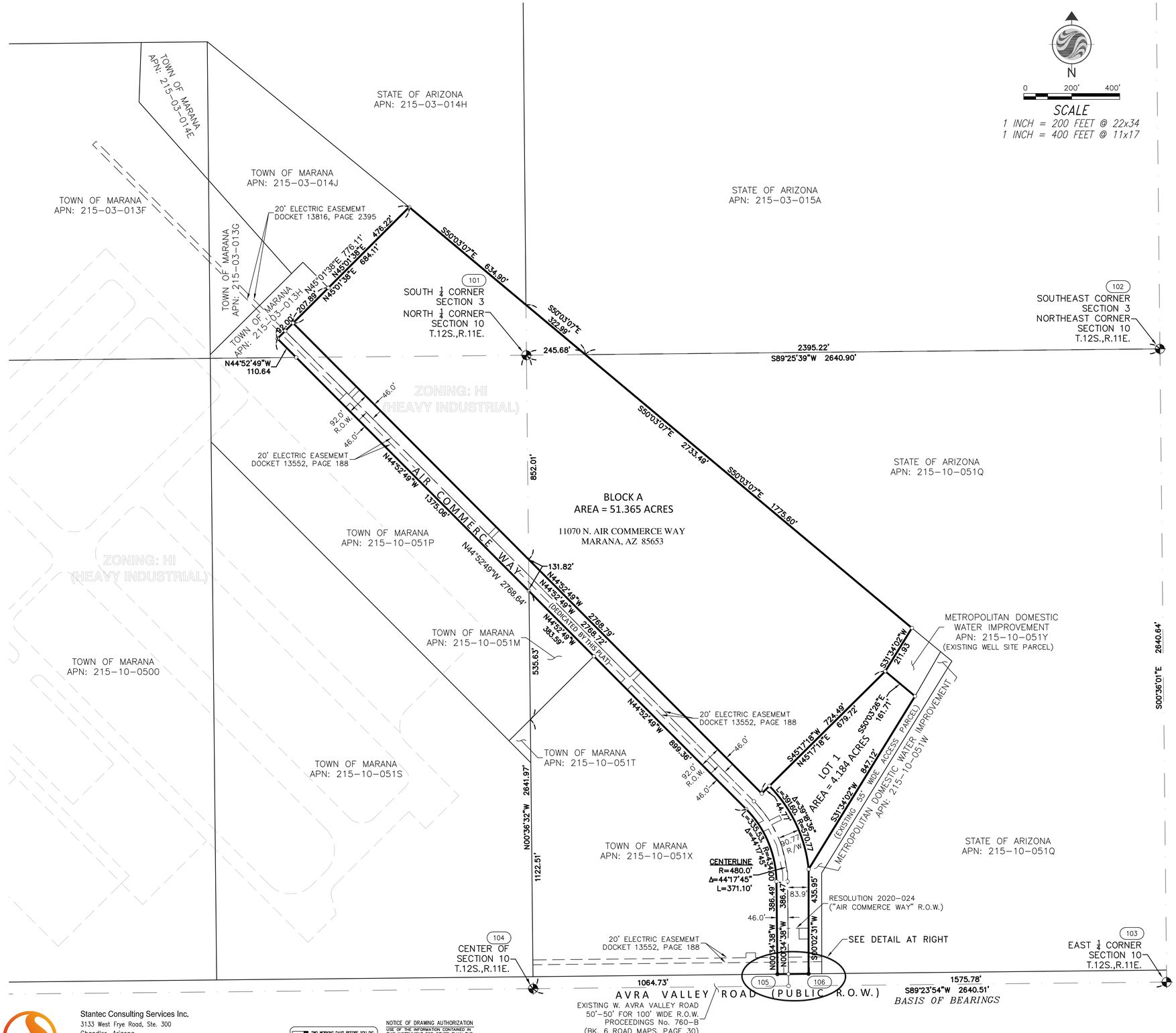

Stantec Consulting Services Inc.
3133 West Frye Road, Ste. 300
Chandler, Arizona
85226-5110
Tel. 480.687.6100
Fax. 602.431.9562
www.stantec.com


PROJECT No. 2042530019

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUE STAKES
1-800-782-5348
BLUE STAKE CENTER CALL COLLECT


NOTICE OF DRAWING AUTHORIZATION
USE OF THE INFORMATION CONTAINED IN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED AND FOR OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED IS PROHIBITED UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY STANTEC CONSULTING INC. AND STANTEC CONSULTING INC. SHALL HAVE NO LIABILITY TO ANY USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT.


SEQ.




## MONUMENT NOTES

(101) FOUND 1/2" REBAR W/CAP #39325
HELD FOR NORTH ¼ CORNER OF SECTION 10

(102) FOUND 2.5" G.L.O. CAP
HELD FOR NORTHEAST CORNER OF SECTION 10

(103) FOUND 3" AZ HIGHWAY DEPT. DISK
HELD FOR EAST QUARTER-CORNER OF SECTION 10

(104) FOUND RAILROAD SPIKE
HELD FOR CENTER CORNER OF SECTION 10

(105) FOUND 1/2" REBAR
HELD AIRPORT ROADWAY RIGHT-OF-WAY CORNER

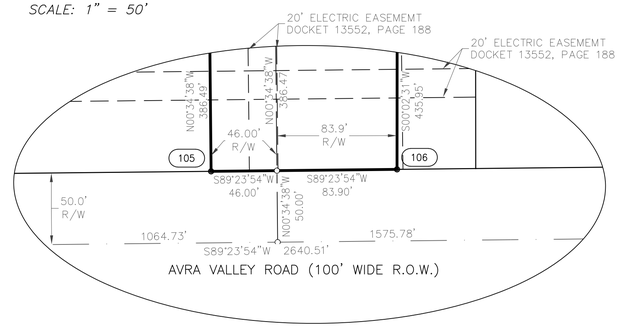
(106) FOUND 1/2" REBAR
HELD FOR AIRPORT ROADWAY RIGHT-OF-WAY CORNER

## LEGEND

- BOUNDARY LINE
- PROPERTY LINE
- ROAD CENTERLINE
- EASEMENT LINE
- SECTION LINE OR MID-SECTION LINE
- ZONING LIMITS LINE
- INDICATES FOUND SECTION MONUMENT AS NOTED HEREON
- INDICATES FOUND PROPERTY CORNER AS NOTED HEREON
- INDICATES NEW PROPERTY CORNER TO BE SET

## DETAIL VIEW

SCALE: 1" = 50'




REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50658
ERIC V. SNYDER
Date Signed 04/03/2021
ARIZONA, U.S.A.
Expires 03/31/2022

Digitally signed by Snyder, Eric
Date: 2021.04.03 07:00:23 -07'00'

IN ACCORDANCE WITH CERTIFICATION SHOWN ON SHEET 1

FINAL PLAT

# MARANA AIR COMMERCE PARK LOT 1 AND BLOCK A

CONSISTING OF:
LOT 1 AND BLOCK A AND AIR COMMERCE WAY, VARIABLE WIDTH, PUBLIC RIGHT OF WAY

A PORTION OF SECTIONS 3 & 10 OF TOWNSHIP 12 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

CASE REFERENCES:
PCZ2009-001
x#-##-##

PRV2012-001
JANUARY 2021

Sheet 2 of 2

Stantec Consulting Services Inc.
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\\corp\data\Projects\Vworkgroup\2042\Active\2042530019\Drawings\Model_Files\FinalPlat\530019_FinalPlat.dwg
2021/04/03 8:54 AM By: snyder, EE

**Council-Regular Meeting** **D1**

**Meeting Date:** 05/04/2021

**To:** Mayor and Council

**From:** Jane Fairall, Town Attorney

**Date:** May 4, 2021

**Strategic Plan Focus Area:**
Not Applicable

**Subject:** Resolution No. 2021-065: Relating to Intergovernmental Relations; opposing a state of Arizona budget proposal that negatively impacts the budgets of the Town of Marana and other municipalities throughout the state by reducing shared revenues (Jane Fairall)

---

**Discussion:**

At the April 20, 2021 Council meeting, the Council discussed a state legislative budget proposal that would create a flat income tax of 2.5% in the state. The proposal is creating concern among municipalities in the state, due to the potential loss of shared revenues and corresponding negative budget impact. Forecasts suggest that the flat tax proposal would result in reduced shared revenue to the Town of $1.9 million annually.

Vice Mayor Post made a motion to direct staff to prepare a resolution that expresses support for a flat income tax, but opposition to a budget proposal that would negatively impact the Town through a large reduction in shared revenues. The Council approved Vice Mayor Post's motion on a 5-2 vote. Staff prepared the attached resolution for Council consideration pursuant to the motion.

**Staff Recommendation:**

Council's pleasure.

**Suggested Motion:**

I move to adopt Resolution No. 2021-065, opposing a state of Arizona budget proposal that negatively impacts the budgets of the Town of Marana and other municipalities throughout the state by reducing shared revenues.

---

**Attachments**

Resolution 2021-065

---

# MARANA RESOLUTION NO. 2021-065

RELATING TO INTERGOVERNMENTAL RELATIONS; OPPOSING A STATE OF ARIZONA BUDGET PROPOSAL THAT NEGATIVELY IMPACTS THE BUDGETS OF THE TOWN OF MARANA AND OTHER MUNICIPALITIES THROUGHOUT THE STATE BY REDUCING SHARED REVENUES

WHEREAS members of the Arizona state legislature have demonstrated leadership and support of the Town of Marana during a challenging First Regular Session of the 55th Legislature as we collectively navigate our way out of the COVID-19 pandemic; and

WHEREAS state legislators have discussed a budget proposal which includes consideration of a flat income tax rate of 2.5%; and

WHEREAS while the Town of Marana Council generally supports a flat income tax in the state of Arizona, the Council is concerned about the potential negative budgetary impact to the Town and other municipalities throughout the state; and

WHEREAS as currently being discussed, it is expected that the income tax proposal would result in a reduction in shared revenues of up to a $225 million for cities and towns across Arizona, and a reduction of $1.9 million annually for the Town of Marana; and

WHEREAS a reduction of this magnitude in shared revenues will negatively impact all Town services, including public safety, maintenance and construction of critical infrastructure, community services, and economic development, with no mechanism identified to recuperate the monies lost due to the proposed income tax cut; and

WHEREAS proponents of the tax cut have suggested that future growth will make up the difference, or that increased tax collections on internet sales (known informally as Wayfair collections) would mitigate this loss; however, the numbers do not support these assertions, nor can the Town safely rely on speculative growth to cover the cost of services that will be affected in the immediate term; and

WHEREAS the Council finds that the issues 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. While generally being in support of a flat income tax in the state of Arizona, the Town of Marana Council hereby opposes any state of Arizona budget proposal that negatively impacts the budgets of the Town of Marana and municipalities across the state by reducing shared revenues and not providing any alternative funding mechanism for the Town and other municipalities to make up the budgetary gap created by the tax reduction.

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 4th day of May, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney