MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 7, 2023, at or after 6:00 PM

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

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on March 7, 2023, 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

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 Ordinance No. 2023.006: Relating to animal control; amending Marana Town Code Title 6 (Animal Control); revising section 6-1-1 (Definitions) to clarify definitions related to aggressive animals, destructive animals and vicious animals, including new definitions for aggressive manner, destructive manner, and vicious manner; revising section 6-7-2(A) (Evaluation of animals) to clarify an animal control officer may conduct an evaluation and / or investigation; revising section 6-7-5(A) (Hearing regarding declaration; findings after court hearing; rules of hearing; costs) to add a provision allowing the court to conduct a hearing within 30 days when the animal is not impounded; revising section 6-7-6(A) (Prohibited acts; classification; defenses; findings and orders) clarifying a violation occurs when the animal is "declared" a vicious animal, aggressive animal, or destructive animal; and designating an effective date (Luke Fischer)

Resolution No. 2023-019: Relating to animal control; declaring as a public record filed with the town clerk the amendments to Marana Town Code Title 6 (Animal Control); revising section 6-1-1 (Definitions) to clarify definitions related to aggressive animals, destructive animals and vicious animals, including new definitions for aggressive manner, destructive manner, and vicious manner; revising section 6-7-2(A) (Evaluation of animals) to clarify an animal control officer may conduct an evaluation and / or investigation; revising section 6-7-5(A) (Hearing regarding declaration; findings after court hearing; rules of hearing; costs) to add a provision allowing the court to conduct a hearing within 30 days when the animal is not impounded; revising section 6-7-6(A) (Prohibited acts; classification;

defenses; findings and orders) clarifying a violation occurs when the animal is "declared" a vicious animal, aggressive animal, or destructive animal; and designating an effective date (Luke Fisher)

C2 Resolution No. 2023-020: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement in the amount of $2,250,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Apron Rehabilitate East Hangar Apron Reconstruct - Phase I project (Grant No. E3S4H 01C) (Melissa Weimer)

C3 Approval of Regular Council Meeting Summary Minutes of February 21, 2023 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2023-021: Relating to Boards, Commissions and Committees; review and approval of the bylaws of the Marana Health Care Benefits Trust Board (Curry C. Hale)

B2 Resolution No. 2023-022: Relating to Boards, Commissions, and Committees; making an appointment to the Town of Marana Planning Commission (David L. Udall)

COUNCIL ACTION

A1 Resolution No. 2023-023: Relating to Administration; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Par 5, LLC outlining responsibilities and event costs for the LIV Golf Tournament scheduled for March 17-19, 2023 (Libby Shelton)

A2 Resolution No. 2023-024: Relating to Real Estate; approving and authorizing the Mayor to execute the Third Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N Lon Adams Road (Terry Rozema)

A3 Resolution No. 2023-025: Relating to Real Estate; approving and authorizing the Town Engineer to execute a right-of-way License Agreement with Amavida Marana LLC for Use of Town right-of-way located generally on Ina Road east of Silverbell Road for drainage improvements (Jane Fairall)

A4 Resolution No. 2023-026: Relating to Public Works; approving and authorizing the Town Manager to execute an acquisition agreement and all other documentation necessary for the purchase of property rights needed from CalPortland Company for the construction of Town of Marana Project No. PK023 Santa Cruz River Shared-Use Path at CalPortland (Jane Fairall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

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

D3 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2023/2024 budget, including proposed budget initiatives and expenditures (Terry Rozema)

D4 Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana Comprehensive Fee Schedule and other various rate and fee adjustments (Yiannis Kalaitzidis)

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 Planning Commission.

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 **C1**

Meeting Date: 03/07/2023

To: Mayor and Council

From: Luke Fischer, Senior Assistant Town Attorney

Date: March 7, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2023.006: Relating to animal control; amending Marana Town Code Title 6 (Animal Control); revising section 6-1-1 (Definitions) to clarify definitions related to aggressive animals, destructive animals and vicious animals, including new definitions for aggressive manner, destructive manner, and vicious manner; revising section 6-7-2(A) (Evaluation of animals) to clarify an animal control officer may conduct an evaluation and / or investigation; revising section 6-7-5(A) (Hearing regarding declaration; findings after court hearing; rules of hearing; costs) to add a provision allowing the court to conduct a hearing within 30 days when the animal is not impounded; revising section 6-7-6(A) (Prohibited acts; classification; defenses; findings and orders) clarifying a violation occurs when the animal is "declared" a vicious animal, aggressive animal, or destructive animal; and designating an effective date (Luke Fischer)

Resolution No. 2023-019: Relating to animal control; declaring as a public record filed with the town clerk the amendments to Marana Town Code Title 6 (Animal Control); revising section 6-1-1 (Definitions) to clarify definitions related to aggressive animals, destructive animals and vicious animals, including new definitions for aggressive manner, destructive manner, and vicious manner; revising section 6-7-2(A) (Evaluation of animals) to clarify an animal control officer may conduct an evaluation and / or investigation; revising section 6-7-5(A) (Hearing regarding declaration; findings after court hearing; rules of hearing; costs) to add a provision allowing the court to conduct a hearing within 30 days when the animal is not impounded; revising section 6-7-6(A) (Prohibited acts; classification; defenses; findings and orders)

clarifying a violation occurs when the animal is “declared” a vicious animal, aggressive animal, or destructive animal; and designating an effective date (Luke Fisher)

Discussion:

The proposed revisions of Title 6 are intended to clarify certain sections, add and revise some definitions, and address the timing of court hearings. Highlights include the following:

- Revising 6-1-1 (Definitions) to add to the definition of “aggressive animal”, "destructive animal", and “vicious animal.” In addition, include definitions for “aggressive manner”, “destructive manner”, and “vicious manner.”
- Revising 6-7-2 (Evaluation of animals) to add language that a town enforcement agent may conduct an investigation and / or evaluation of an animal for consistency with other sections.
- Revising 6-7-5 (Hearing regarding declaration; findings after court hearing; rules of hearing; costs) to extend the time a court hearing must be held when an animal is not impounded to help with flexibility in scheduling hearings.
- Revising 6-7-6(A) (Prohibited acts; classification; defenses; findings and orders) to clarify the prohibited act in the subsection is that an animal must be previously “declared” aggressive, destructive, or vicious to apply.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Ordinance No. 2023.006, amending Marana Town Code Title 6 (Animal Control) and Resolution No. 2023-019 declaring the amendments a public record.

Attachments

Ordinance No. 2023.006

Resolution No. 2023-019

Exhibit A to Resolution

MARANA ORDINANCE NO. 2023.006

RELATING TO ANIMAL CONTROL; AMENDING MARANA TOWN CODE TITLE 6 (ANIMAL CONTROL); REVISING SECTION 6-1-1 (DEFINITIONS) TO CLARIFY DEFINITIONS RELATED TO AGGRESSIVE ANIMALS, DESTRUCTIVE ANIMALS AND VICIOUS ANIMALS, INCLUDING NEW DEFINITIONS FOR AGGRESSIVE MANNER, DESTRUCTIVE MANNER, AND VICIOUS MANNER; REVISING SECTION 6-7-2(A) (EVALUATION OF ANIMALS) TO CLARIFY AN ANIMAL CONTROL OFFICER MAY CONDUCT AN EVALUATION AND / OR INVESTIGATION; REVISING SECTION 6-7-5(A) (HEARING REGARDING DECLARATION; FINDINGS AFTER COURT HEARING; RULES OF HEARING; COSTS) TO ADD PROVISION ALLOWING COURT TO CONDUCT A HEARING WITHIN 30 DAYS WHEN THE ANIMAL IS NOT IMPOUNDED; REVISING SECTION 6-7-6(A) (PROHIBITED ACTS; CLASSIFICATION; DEFENSES; FINDINGS AND ORDERS) CLARIFYING A VIOLATION OCCURS WHEN THE ANIMAL IS "DECLARED" A VICIOUS ANIMAL, AGGRESSIVE ANIMAL OR DESTRUCTIVE ANIMAL; AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. The amendments to the Marana Town Code Title 6 (Animal Control), one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which were made a public record by and attached as Exhibit A to Resolution No. 2023-019 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

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

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

A. The owner of any animal that is declared a vicious animal, aggressive animal, or destructive animal that bites, attempts to bite, endangers or otherwise injures or causes injury to human beings or other animals is guilty of a class 1 misdemeanor.

B. The owner of any animal that is at large and unvaccinated that bites, attempts to bite, endangers or otherwise injures or causes injury to human beings or other animals is guilty of a class 1 misdemeanor.

C. The owner of any animal that is a vicious animal, aggressive animal, or destructive animal that destroys, damages, or causes damage to the property of another person is guilty of a class 1 misdemeanor.

D. The owner of any animal that bites causing serious physical injury as defined in A.R.S. §13-105(39) to a human being is guilty of a class 1 misdemeanor.

E. It shall be an affirmative defense to the provisions of this section if the animal is:

1. Not at large and there is provocation; or

2. The dog is a police dog under the command of its trainer.

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

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of March, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2023-019

RELATING TO ANIMAL CONTROL; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS TO MARANA TOWN CODE TITLE 6 (ANIMAL CONTROL); REVISING SECTION 6-1-1 (DEFINITIONS) TO CLARIFY DEFINITIONS RELATED TO AGGRESSIVE ANIMALS, DESTRUCTIVE ANIMALS AND VICIOUS ANIMALS, INCLUDING NEW DEFINITIONS FOR AGGRESSIVE MANNER, DESTRUCTIVE MANNER, AND VICIOUS MANNER; REVISING SECTION 6-7-2(A) (EVALUATION OF ANIMALS) TO CLARIFY AN ANIMAL CONTROL OFFICER MAY CONDUCT AN EVALUATION AND / OR INVESTIGATION; REVISING SECTION 6-7-5(A) (HEARING REGARDING DECLARATION; FINDINGS AFTER COURT HEARING; RULES OF HEARING; COSTS) TO ADD A PROVISION ALLOWING THE COURT TO CONDUCT A HEARING WITHIN 30 DAYS WHEN THE ANIMAL IS NOT IMPOUNDED; REVISING SECTION 6-7-6(A) (PROHIBITED ACTS; CLASSIFICATION; DEFENSES; FINDINGS AND ORDERS) CLARIFYING A VIOLATION OCCURS WHEN THE ANIMAL IS "DECLARED" A VICIOUS ANIMAL, AGGRESSIVE ANIMAL, OR DESTRUCTIVE ANIMAL; AND DESIGNATING AN EFFECTIVE DATE

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of March, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

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

6-1-1 Definitions

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

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

B. "Aggressive manner" means the animal approaches a person or domestic animal, and can include but not limited to, threat displays of lunging, charging, growling, snarling, snapping, barking, or biting.

[No revisions to existing paragraphs B through G which are hereby re-lettered as paragraphs C through H]

~~H.~~I. "Destructive animal" means any animal that has a propensity to destroy, damage, act in a destructive manner, or cause damage to the property of a person other than the animal's owner, or that has been so declared after an opportunity for a hearing before the town magistrate, or that has been so declared by another jurisdiction after the owner has been provided notice and an opportunity to be heard.

J. "Destructive manner" means and includes, but not limited to, chewing, digging, ripping, scratching, clawing, and destroying.

[No revisions to existing paragraphs I through X which are hereby re-lettered as paragraphs K through Z]

~~Y.~~AA. "Vicious animal" means any animal that has a propensity to attack, to cause injury to, act in a vicious manner, or to otherwise endanger the safety of human beings or domestic animals without provocation, or that has been so declared after an opportunity for a hearing before the town magistrate, or that has been so declared by

another jurisdiction after the owner has been provided notice and an opportunity to be heard.

BB. "Vicious manner" means approaches people or domestic animal and exhibits conduct, which includes, but not limited to, growling, showing teeth, snapping, biting, charging, circling, cornering a person or domestic animal, or creating a reasonable fear of imminent attack.

[No revisions to existing paragraph Z which is hereby re-lettered as paragraph CC]

SECTION 2. Section 6-7-2 of the Marana Town Code is hereby revised as follows (with additions shown with double underlining):

6-7-2 Evaluation of animals

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

[Paragraphs B through D remain unchanged]

SECTION 3. Section 6-7-5 of the Marana Town Code is hereby revised as follows (with additions shown with double underlining):

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

A. Upon receipt of a written request for a hearing to determine if the animal should be declared vicious, aggressive, or destructive, the court shall set a hearing within 15 business days if the animal has been impounded and within 30 days if the animal has not been impounded.

[Paragraphs B through E remain unchanged]

SECTION 4. Section 6-7-6 of the Marana Town Code is hereby revised as follows (with additions shown with double underlining):

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

A. The owner of any animal that is declared a vicious animal, aggressive animal, or destructive animal that bites, attempts to bite, endangers or otherwise injures or causes injury to human beings or other animals is guilty of a class 1 misdemeanor.

[Paragraphs B through F remain unchanged]

Council-Regular Meeting **C2**

Meeting Date: 03/07/2023

To: Mayor and Council

From: Melissa Weimer, Grants Manager

Date: March 7, 2023

Strategic Plan Focus Area:
Thriving Commerce

Subject: Resolution No. 2023-020: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement in the amount of $2,250,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Apron Rehabilitate East Hangar Apron Reconstruct - Phase I project (Grant No. E3S4H 01C) (Melissa Weimer)

Discussion:

The Arizona Department of Transportation (ADOT), through its Multimodal Planning Division (the "State"), has provided the Town of Marana (the "Sponsor"), a grant agreement from State funds for the purpose of aiding in an upcoming project at the Marana Regional Airport.

The Apron Rehabilitate East Hangar Apron Reconstruct - Phase I project (Grant No. E3S4H 01C) will fund apron improvements at the Marana Regional Airport. The total project cost is $2,250,000.00; the maximum reimbursement available from the State to the Sponsor for this Agreement is $2,250,000.00. The minimum funding participation from the Town is 0% of the total cost ($0.00). If approved, work is expected to begin May 2023 and is expected to be completed by March 2024.

The agreement with ADOT requires the Town to approve and attach to the agreement a resolution by the Town Council certifying the following:

(1) The Town has the legal power and authority to do all things necessary, in order to undertake and carry out the project, and to accept, receive, and disburse grant funds from the State in aid of the project.
(2) The Town now has on deposit, or is in a position to secure, $0.00, or an equivalent amount represented by the Town's proposed labor and equipment costs, for the use in defraying Sponsor's share of the costs of the project.
(3) The Town designates its Finance Director, Yiannis Kalaitzidis, to receive payments representing the State's share of project costs.
(4) The Town has on file with ADOT the requisite vendor identification and address information for project payments.

The resolution attached to these agenda materials satisfies the foregoing requirements.

Financial Impact:

Fiscal Year:	2023
Budgeted Y/N:	Y
Amount:	$2,250,000

Staff Recommendation:

Staff recommends that the Town Manager be authorized to execute the Grant Agreement with ADOT.

Suggested Motion:

I move to adopt Resolution No. 2023-020, approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement in the amount of $2,250,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Apron Rehabilitate East Hangar Apron Reconstruct - Phase I project (Grant No. E3S4H 01C).

Attachments

Resolution No. 2023-020
Exhibit A to Resolution

MARANA RESOLUTION NO. 2023-020

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AIRPORT DEVELOPMENT REIMBURSABLE GRANT AGREEMENT IN THE AMOUNT OF $2,250,000.00 BETWEEN THE STATE OF ARIZONA, BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION (ADOT), AND THE TOWN OF MARANA FOR THE PURPOSE OF AIDING IN FINANCING THE APRON REHABILITATE EAST HANGAR APRON RECONSTRUCT - PHASE I PROJECT (GRANT NO. E3S4H 01C)

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

WHEREAS A.R.S. § 28-8413 authorizes the Town to accept and receive federal and other monies for the acquisition, construction, enlargement, improvement, maintenance, equipment, or operation of an airport and to enter into agreements regarding the receipt of such monies; and

WHEREAS the purpose of the Airport Development Reimbursable Grant Agreement (Grant No. E3S4H 01C) is to provide $2,250,000.00 in State funding to aid in financing the Apron Rehabilitate East Hangar Apron Reconstruct – Phase I for the Marana Regional Airport (the "Project"); and

WHEREAS the terms of the grant agreement require the Town to certify certain information by resolution approved by the Marana Town Council; and

WHEREAS the Mayor and Council feel it is in the best interests of the Town and its citizens to enter into the grant agreement and to certify the information required by the agreement.

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

SECTION 1. The Town hereby certifies that (1) the Town has the legal power and authority to do all things necessary in order to undertake and carry out the Project, and to accept, receive, and disburse grant funds from the State in aid of the Project; (2) the Town now has on deposit, or is in a position to secure, $0.00, or an equivalent amount

represented by the Town's proposed labor and equipment costs, for the use in defraying Sponsor's share of the costs of the project; (3) the Town designates its Finance Director, Yiannis Kalaitzidis, to receive payments representing the State's share of Project costs; and (4) the Town has on file with ADOT a vendor identification and address for Project payments.

SECTION 2. The Airport Development Reimbursable Grant Agreement (Grant No. E3S4H 01C), substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and authorized and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of March 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Grant Number E3S4H 01C
TOWN OF MARANA
MARANA REGIONAL AIRPORT

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the ***TOWN OF MARANA*** a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of ***Apron Rehabilitate East Hangar Apron Reconstruct - Phase I*** (the "Project"), for the improvement of the ***MARANA REGIONAL*** (the "Airport").

WITNESSETH

Recitals:

1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.

2) The Arizona State Transportation Board, as approved on ***December 16, 2022*** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: ***January 25, 2023.*** This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.

2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

1) The minimum funding participation from the Sponsor shall be **0.0%** as determined by the State.

2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be ***$2,250,000.00*** **100%.**

3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or ***January 1, 2027,*** whichever is earlier.

4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.

5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.

6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after ***December 16, 2022*** shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

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Part II

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

   a) to do all things necessary, in order to undertake and carry out the Project;

   b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure _____N/A_____ dollars (_____$0_____), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

   ___N/A_____
   (Enter local funding type and location)

3) The Sponsor hereby designates ___Yiannis Kalaitzidis_____, _____Finance Director_____
   Name Title

   to receive payments representing the State's share of project costs.

_____ _____Town Manager_____
Signature of Sponsor's Representative Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **IV0000001820**

Sponsor Vendor Address: ***TOWN OF MARANA***

11555 W. Civic Ctr Dr,
Marana, AZ 85653

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

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STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____

Title: Paul Patane, MPD Division Director

Date: _____

SPONSOR:

TOWN OF MARANA
MARANA REGIONAL AIRPORT

By: _____

Title: Terry Rozema, Town Manager

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

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EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.

2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.

3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.

4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.

5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.

6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).

7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.

8) Preserving Rights and Powers: The Sponsor agrees it shall 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 Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State

funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA

Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure 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 preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.

2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.

3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:

   a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

   b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;

d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.

4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.

6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:

a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and

b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.

8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.

2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

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EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:

   a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;

   b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;

   c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;

   d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.

2) All contracts shall stipulate and make clear:

   a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;

   b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.

   c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

3) **Liability of Subcontractors**

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.

2) Performing work for a client or having an interest which conflicts with this contract.

Reports

1) Reimbursement Requirements

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon

written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

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 relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this Agreement, the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Sponsor") agrees to comply with the following non-discrimination statutes and authorities, Including but not limited to:

1) 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);
2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5) The Age Discrimination Act of 1975, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs of activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).
13) All parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter 1 – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

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EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.

2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).

3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.

4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).

5) "Sponsor Force Account" contribution (if applicable).

6) "Contingencies" (not to exceed 5% of construction costs).

7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by

the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

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Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

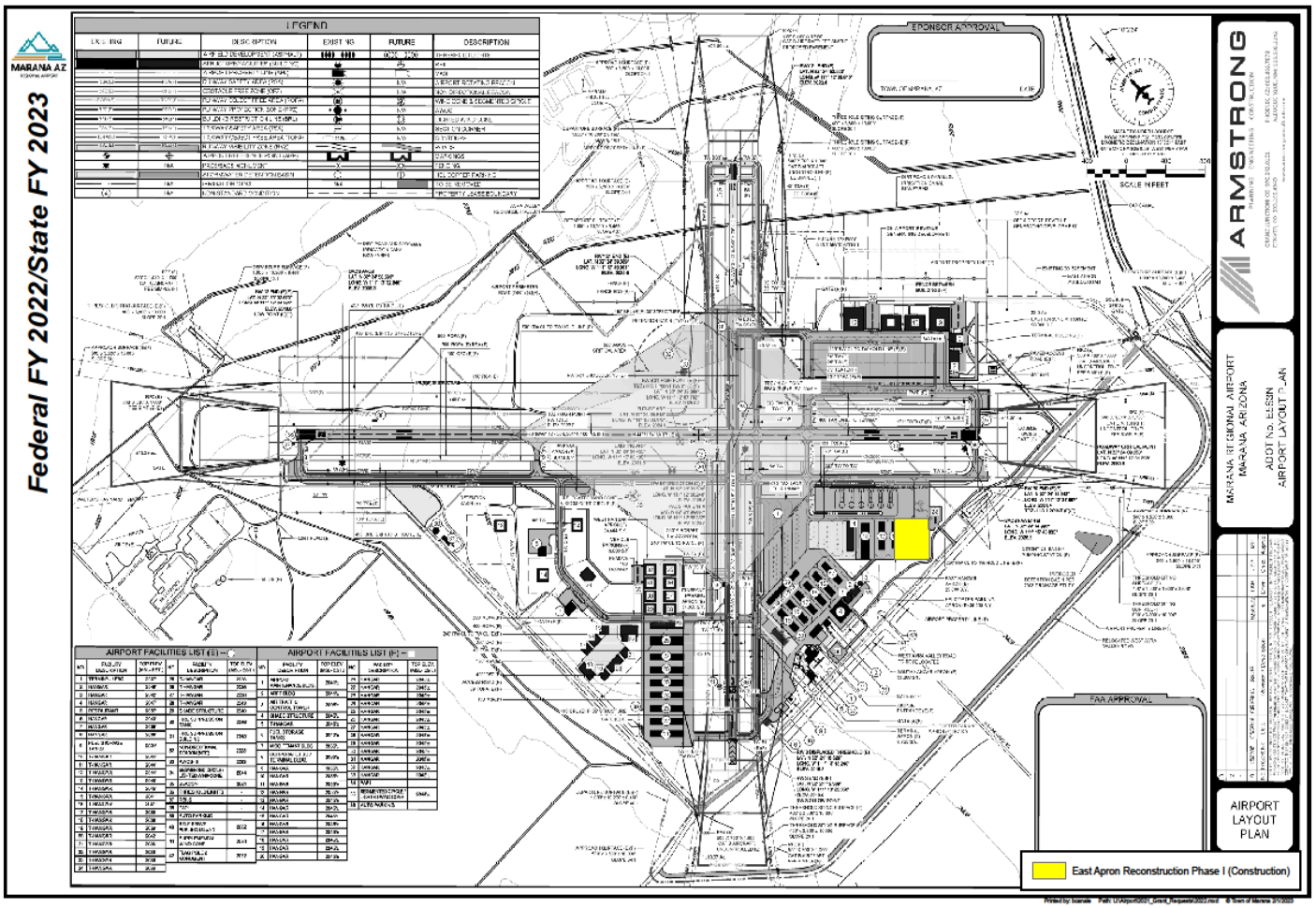
Apron Rehabilitate East Hangar Apron Reconstruct - Phase I

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	$	$	$	$
Construction	$2,045,000	$	$	$2,045,000
Construction Engineering	$200,000	$	$	$200,000
Sponsor Administration**	$5,000	$	$	$5,000
Sponsor Force Account Work***	$	$	$	$
Contingencies	$	$	$	$
Total Project Costs	$2,250,000	$	$	$2,250,000

*Total of this column to be used in Schedule Two.
** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.
*** All force account work is to be approved by the State prior to the grant agreement being signed.

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NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.



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Schedule Two

Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.

2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. $540 or $1,300).

3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: $2,250,000.00

Projected Reimbursement Requests / State Cash Flow

Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2023	$	$	$	$	$	$
2024	$500,000	$120,000	$13,000		$	$
2025	$	$	$	$	$	$
2026	$	$	$	$	$	$
2027	$	$	$	$	$	$
Calendar Year	Jul	Aug	Sep	Oct	Nov	Dec
2023	$2,000	$8,000	$2,000	$5,000	$600,000	$1,000,000
2024	$	$	$	$	$	$
2025	$	$	$	$	$	$
2026	$	$	$	$	$	$
2027	$	$	$	$	$	$

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Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
3) The Bidding Phase typically should be sixty (60) days or less.
4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

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Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	**1**	**5/19/23**		**5/19/23**	
Issue Invitation for Bids	**30**	**5/29/23**		**6/28/23**	
Submit Bid Tab for State Review/Approval	**1**	**6/30/23**		**6/30/23**	
Award Construction Contract/Submit to the State	**1**	**7/18/23**		**7/18/23**	
Construction Phase					
Pre-Construction Meeting	**1**	**8/14/23**		**8/14/23**	
Issue NTP – Begin Construction	**90**	**8/21/23**		**11/19/23**	
Final Inspection	**1**	**12/18/23**		**12/18/23**	
Submit As-Builts & Final Documentation	**1**	**02/29/24**		**02/29/24**	
Submit Final Reimbursement Request and Sponsor Closeout Letter	**1**	**03/15/24**		**03/15/24**	

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

Council-Regular Meeting **C3**

Meeting Date: 03/07/2023

To: Mayor and Council

From: David L. Udall, Town Clerk/Assistant Town Attorney

Date: March 7, 2023

Subject: Approval of Regular Council Meeting Summary Minutes of February 21, 2023 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 02/21/2023

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 21, 2023, 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 Town Clerk to call the roll. All Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Ziegler moved to approve the agenda as presented. Council Member Kai seconded the motion. Motion passed, 7-0.

CALL TO THE PUBLIC

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea said he attended an Arizona Department of Transportation meeting in Oro Valley last week and spoke about some of the projects in the region. He will be visiting the prison and the CSTEM K-8 school at Dove Mountain on February 22, 2023.

Council Member Comerford announced that Mayor Honea will be speaking about water on February 23, 2023 at 5:30 PM near Ina Road and Old Father and that food will be served.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said the Town has issued 26 single-family residential permits so far for the month of February. The Town issued 102 last February. He highlighted several Parks and Recreation programs that began last week along with the most recent Real Talk with the Town episode regarding homelessness. **Mr. Rozema** also said a dog park is now under construction in Gladden Farms.

PRESENTATIONS

P1 Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2022-2023 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Kalaitzidis** said the Town is performing as expected or better than expected in most areas. For more detailed information, please see the presentation slides.

Council Member Ziegler asked for clarification on whether employee insurance costs will go up. **Mr. Kalaitzidis** said there will likely be a double-digit get increase for medical insurance premiums.

P2 Relating to Strategic Planning; presentation and discussion regarding the Town's progress in implementing the Marana Strategic Plan Five (Andrea Caicedo)

Assistant to the Town Manager Andrea Caicedo provided an update on the Town's progress in implementing the Marana Strategic Plan Five. A copy of the presentation

slides is on file with the Town Clerk's Office. Approximately 90% of the strategic plan is in progress with approximately 2% indicating some disruption, approximately 7% of the plan still upcoming, and approximately 1% of it completed. For detailed information on the progress made in various areas, including graphical information, please see the presentation slides.

Council Member Ziegler and **Mayor Honea** appreciated the report and follow up.

CONSENT AGENDA

C1 Resolution No. 2023-015: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2022-2023 Community Development Block Grant Program (Lisa Shafer)

C2 Resolution No. 2023-016: Relating to Municipal Court; approving the appointment of Eva Bacal and Stuart de Haan as magistrates pro tempore for the Marana Municipal Court (Laine McDonald)

C3 Resolution No. 2023-017: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with TKC Marana, LLC for the construction of water improvements as part of the Tangerine Road water main project (Jane Fairall)

C4 Approval of Regular Council Meeting Summary Minutes of February 7, 2023 (David L. Udall)

Council Member Ziegler moved to approve the consent agenda. Council Member Kai seconded the motion. Motion passed, 7-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2023-018: Relating to Boards, Commissions and Committees; rescinding Marana Resolution No. 2011-100 and dissolving the Marana Citizens' Forum (Andrea Caicedo)

Ms. Caicedo recommended that the Council dissolve the Marana Citizens' Forum in its current form due to challenges it has faced in recent years, such as the lack of a ten-member quorum at Forum meetings.

Council Member Kai moved to adopt Resolution No. 2023-018. Vice Mayor Post seconded the motion. Motion passed, 7-0.

B2 Relating to Boards, Commissions and Committees; presentation, discussion, and possible direction regarding the new iteration of the Marana Citizens' Forum, including discussion of Forum membership, procedures, and implementation of recommendations (Andrea Caicedo)

Ms. Caicedo presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Ms. Caicedo** proposed the Marana Citizen's Forum be replaced with the Marana Civic Committee (name subject to change). The Committee's purpose would be similar to the Marana Citizen's Forum: to increase citizen engagement and foster community participation in projects and programs that require public input before implementation. It would act in an advisory capacity for various Town issues, projects, and programs requiring public input.

The Committee would consist of a number of Council- and regional-partner-appointed appointees and not include at-large delegates as were included in the Forum. Instead of having a ten-member quorum, the Committee's quorum would consist of a majority of the appointees. Instead of topic selection coming from the Town Council, Town staff, and the Forum members, the Committee's selection would come only from the Town Council and Town staff. The Committee would also convene on an as-needed basis instead of in the Fall and Spring for a series of 12 weeks.

Mr. John Flint addressed the Council on this item. He recommended an alternative, open-house approach that would be open to the public and hosted by Town staff regularly – for example, from around 2:00 PM until 8:00 PM – in order to ensure individuals with varying schedules could participate.

Mayor Honea commented that the Town utilized similar open-house forums for large projects and that those forums were not well attended by the public. **Mayor Honea** asked about the number of Committee appointees, and **Ms. Caicedo** clarified the number was 18.

Council Member Craig expressed her support for **Mr. Flint's** proposal and asked how the new iteration of the Citizen's Forum would ultimately make citizen input more impactful. **Ms. Caicedo** said the input would be more meaningful under the proposed approach because the Council or Town staff would be bringing projects to the Committee for specific input on those projects.

Council Member Comerford expressed support for **Mr. Flint's** proposal, but also liked the idea of having specific citizens be responsible by way of appointment. She highlighted the need for regular meetings to ensure consistency. She said committees are successful when there are planned, regular dates and people committed to show up on those dates. She said and that others could then be invited to attend as well.

Council Member Ziegler explained some of the issues with the Marana Citizens Forum in recent years and highlighted the need for change. She expressed support for **Mr. Flint's** proposal. She requested that this item be placed on the agenda for the Town Council retreat taking place on March 13, 2023 – March 15, 2023.

Council Member Officer highlighted the need for regular meetings to receive information from the community. He also expressed concern regarding the amount of staff time needed for additional meetings.

Mr. Rozema said this item would be added to the Town Council retreat agenda.

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2023.004: Relating to Development; approving a rezoning of approximately 165 acres of land located east of Interstate 10, east and west of Adonis Road, and approximately 1.2 miles north of Tangerine Road from Zone E (Transportation Corridor) to R-4 (Residential), R-5 (Residential), and MR-1 (Multi-Family Residential); and approving and authorizing the Mayor to sign the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project (Brian Varney)

Mayor Honea opened the public hearing at 7:07 PM.

Planning Manger Steven Cheslak presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Cheslak** summarized the rezoning request, as noted in this item's subject line and as detailed in the presentation slides. He showed several maps, which can be viewed in the slides.

Town Attorney Jane Fairall summarized the development agreement involved and included in the agenda packet. The agreement requires the developer to make an advance payment of approximately $604,000.00 in impact fees related to the Tangerine and Marana interchange projects owed by the developer for the 777 lots entitled by this rezoning. The advance payment will be paid to the Town in three installments, the first

being a deposit and the remaining two occurring when the Town is ready to proceed with the projects. The developer will be entitled to be reimbursed through impact fee credits as detailed in the agreement.

Mayor Honea closed the public hearing at 7:11 PM.

Council Member Ziegler moved to adopt Ordinance No. 2023.004. Vice Mayor Post seconded the motion. Motion passed, 7-0.

A2 PUBLIC HEARING: Ordinance No. 2023.005: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), Chapter 17-3 (Administration and Enforcement), Section 17-3-1 (Amendment and Rezoning) to add provisions relating to a citizen review process for rezoning applications; and designating an effective date (Steve Cheslak)

Mayor Honea opened the public hearing at 7:12 PM.

Mr. Cheslak presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. A.R.S. 9-462.03 requires municipalities to adopt by ordinance a citizen review process for rezoning and specific plan applications requiring a public hearing. He said the Town has followed this process, but does not have provisions in the Town Code as required by the statute. This ordinance amends the Town Code to add a citizen review process and establishes an effective date of July 1, 2023 to allow for the establishment of a related fee and for the design of posting signs. Please see the presentation slides for more details.

Council Member Craig and **Council Member Comerford** expressed their approval of the Town putting notification signs on properties proposed to be rezoned.

Mr. Brad Demidio expressed his approval and requested a 900-foot instead of 300-foot notification area.

Mayor Honea closed the public hearing at 7:17 PM.

Council Member Kai moved to adopt Ordinance No. 2023.005. Vice Mayor Post seconded the motion. Motion passed, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Mr. Rozema provided an update to the following bills:

- HB 2019 (related to licensing permitting criteria). The Town still opposes this bill because it requires the Town to complete permitting within 30 days or else rezoning is automatically granted.

- HB 1117 (related to as-of-right zoning). The Town still opposes this bill because it will negatively and significantly impact the ability of the Town to plan its growth.

- HB 2419 (relating to police response time requirements). The Town opposed this bill, but now remains neutral after it was revised in a strike-everything amendment.

- HB 2808 (requiring all public records requests to be fulfilled within ten days). The Town opposes this bill because many public records requests would be impossible to fulfill within the required timeframe.

- HB 2543 (relating to Arizona transportation projects). The Town supports this bill because the Town's Legislative representatives were able to add $10 million in funding to the Cortaro interchange project.

- The Town is supporting a bill relating to video recording fees for public records requests along with a bill allowing the Town to meet the public posting requirements simply by posting on the Town's webpage instead of publishing in the newspaper.

Mayor Honea commented on HB 1117 and said he does not believe it will become law.

Council Member Ziegler asked about the bill that would allow for candidates seeking municipal offices to list their political party on the ballot (SB 1011). **Ms. Caicedo** said the bill passed the Senate and answered clarifying questions.

D2 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2023/2024 budget, including proposed budget initiatives and expenditures (Terry Rozema)

Mr. Kalaitzidis said the Town is in a much better projected position than it was during the last update. He informed the Council that department heads reconsidered their budgets and that new positions are on the table again.

Council Member Comerford requested funding to recognize the Town's volunteers.

Council Member Ziegler and **Mayor Honea** requested the Town now add a historian position.

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).

Mayor Honea asked for future agenda items. There were no future agenda items.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 7-0. Meeting adjourned at 7:34 PM.

CERTIFICATION

I hereby certify that the forgoing are the true and correct minutes of the Marana Town Council meeting held on February 21, 2023. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

Council-Regular Meeting **B1**

Meeting Date: 03/07/2023

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Deputy Town Attorney

Date: March 7, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-021: Relating to Boards, Commissions and Committees; review and approval of the bylaws of the Marana Health Care Benefits Trust Board (Curry C. Hale)

Discussion:

The Marana Health Care Benefits Trust Board (the "Board") was formed by the approval and adoption of Resolution No. 2019-068 by the Marana Town Council on August 6, 2019. The Board was established to comply with A.R.S. 11-981 for the Town's self-insurance program for health and dental insurance benefits. The Trust document authorizes the Board, made up of appointed Trustees, to adopt policies, rules, and procedures for the management and administration of the Trust.

Since its inception, the Board has not adopted bylaws establishing guidance for conducting Board meetings. This item proposes that the Town Council approve the bylaws that reflect the way the Board has been functioning in practice and that improve Board function and processing.

At the February 13, 2023 Board meeting, the Board moved to approve the proposed bylaws with a requested addition of a definition of "Plan Administrator" in the bylaws. The Board also requested that the bylaws be brought before the Marana Town Council for approval. In Section 2, paragraph B, Town staff has added a definition of the "Plan Administrator" to the bylaws. The revised bylaws, including the added definition of "Plan Administrator," are attached as Exhibit A to the Resolution.

Staff Recommendation:
Staff recommends approval of Resolution No. 2023-021.

Suggested Motion:
I move to adopt Resolution No. 2023-021; approving the bylaws of the Marana Heatlh Care Benefits Trust Board.

Attachments

Resolution No. 2023-021
Exhibit A to Resolution

MARANA RESOLUTION NO. 2023-021

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; REVIEW AND APPROVAL OF THE BYLAWS OF THE MARANA HEALTH CARE BENEFITS TRUST BOARD

WHEREAS The Marana Health Care Benefits Trust Board (the "Board") was formed by the approval and adoption of Resolution No. 2019-068 by the Marana Town Council on August 6, 2019; and

WHEREAS the Board was established to comply with A.R.S. 11-981 for the Town's self-insurance program for health and dental insurance benefits; and

WHEREAS, the Trust document authorizes the Board, made up of appointed Trustees, to adopt policies, rules, and procedures for the management and administration of the Trust; and

WHEREAS at the February 13, 2023 Board meeting, the Board unanimously recommended that the Marana Town Council review and approve bylaws of the Board; and

WHEREAS the Mayor and Council find that approving bylaws of the Board is in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the bylaws, in the form attached to and incorporated by this reference in this resolution as Exhibit A, are hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of March, 2023.

Mayor Ed Honea

ATTEST:

David Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

BYLAWS OF THE MARANA HEALTH CARE BENEFITS TRUST BOARD

March 7, 2023

I. POLICY

The Marana Health Care Benefits Trust (MHCBT) was formed by the approval and adoption of Resolution No. 2019-068 by the Marana Town Council on August 6, 2019, to establish a Trust for the Town's self-insurance program for health and dental insurance benefits as required by A.R.S. §11-981

II. MARANA HEALTH CARE BENEFITS TRUST BOARD DESCRIPTION

A. The MHCBT Board, made up of appointed Trustees, may adopt policies, rules, and procedures for the management and administration of the Trust.

B. The MHCBT Board may authorize the Plan Administrator or designee, to retain the services of actuaries, auditors, engineers, private consultants, administrator and advisors as the Trustees consider necessary to carry out the business and purposes of the Trust. The Plan Administrator is defined in Article I of the Marana Healthcare Benefits Trust as Marana's Human Resources Director.

C. The MHCBT Board may seek outside counsel, when legal advice is considered necessary, for routine matters associated with administration of the Trust. The MHCBT Board may also seek counsel from the Town Attorney or designee.

D. The MHCBT Board may recommend modification of the terms and conditions of the Trust document to the Marana Town Council.

E. The MHCBT Board may authorize the Plan Administrator or designee to administer the day-to-day affairs of the Trust.

III. MEMBERSHIP

A. The membership of the MHCBT Board shall consist of five Trustees appointed by the Town Council. No Trustee may be a member of the Council. No more than one Trustee may be an employee of Marana. No former member of Council or former employee may be a Trustee. With the exception of the employee Trustee, if any, a Trustee shall have expertise in

the field of finance, employee benefits, health care, human resources, or risk management and shall reside in Pima or Pinal County.

B. Each Trustee shall serve a four-year term, unless a term is terminated earlier, with the exception of the initial designation of two-year terms to ensure staggered terms.

C. If a MHCBT Board vacancy occurs because of death, resignation, or failure to attend three consecutive meetings, the vacancy shall be filled by the Mayor and Council to serve the unexpired term of the MHCBT Board Trustee replaced. If a MHCBT Board Trustee position consisting of a Town employee becomes vacant, the vacancy shall be filled by the Town Manager appointing another Town employee to serve the unexpired term of the MHCBT Board Trustee replaced.

D. If a MHCBT Board Trustee is not in attendance for three or more consecutive regularly scheduled meetings or from more than one-half of the meetings in a calendar year, the Plan Administrator or designee shall notify the Town Council, who may remove the non-participating MHCBT Board Trustee.

E. A MHCBT Board Trustee may not concurrently serve on any other Town of Marana citizen's advisory commission or board.

IV. OFFICERS

A. At the commencement of each Plan Year, the Trustees shall elect a Chairperson and a Secretary from among themselves.

B. The Secretary may be removed as an officer by the MHCBT Board whenever, in the judgment of a majority of the MHCBT Board Trustee, the best interests of the MHCBT Board would be served thereby.

C. The MHCBT Board may, by a majority vote of all MHCBT Board Trustees, recommend to the Town Council that the MHCBT Board Chairperson be removed.

D. Any vacancy in the office of Secretary or Chairperson will be filled by a majority vote of the MHCBT Board Trustees at the next meeting of the MHCBT Board following the occurrence of the vacancy. The person selected to fill the vacancy will serve the remainder of the vacancy term.

V. RESPONSIBILITIES OF THE CHAIRPERSON

A. The Chairperson shall preside at all meetings of the MHCBT Board. In the event of the absence of the Chairperson, the Secretary shall preside. In the absence of the Chairperson or Secretary, the attending MHCBT Board Trustees shall appoint an acting chair.

B. The Chairperson shall appoint and remove all Trustees to any sub-committees of the MHCBT Board.

C. The Chairperson shall preserve order and decide all points of order.

D. The Chairperson shall assist the clerical support staff in drafting and sign any recommendation letters and actions taken by the MHCBT Board. In the absence of the Chairperson, any other MHCBT Board Trustee may sign on behalf of the MHCBT Board.

E. The Chairperson may schedule an annual report to be presented to the Council.

VI. RESPONSIBILITIES OF THE SECRETARY

A. In the event of the absence of the Chairperson, the Secretary shall preside at all meetings of the MHCBT Board and shall undertake all responsibilities of the Chairperson that cannot reasonably or prudently be held in abeyance until the Chairperson's return.

B. The Secretary shall maintain accurate records of all actions of the Trustees, including minutes from all Trustees' meetings.

VII. RESPONSIBILITIES OF TRUSTEES

A. MHCBT Board Trustees are responsible to attend regular and special MHCBT Board meetings.

B. No MHCBT Board Trustee shall leave any regular or special board meeting during such meeting without permission of the Chairperson, which permission shall not be unreasonably withheld.

C. The MHCBT Board Trustees shall familiarize themselves with and strictly follow the Arizona Open Meeting Law, including notice of meetings, taking of minutes, issues to be discussed and the other specifics of the law.

D. The MHCBT Board is authorized to call executive sessions, closed to the general public, during any regular or special meeting, if the executive session is properly noticed and authorized by A.R.S. § 38-431.03.

VIII. SUB-COMMITTEES

A. All sub-committees of the MHCBT Board shall consist of at least three Trustees.

B. All sub-committees shall select a sub-committee chair from among the Trustees of such sub-committee, at the first meeting of the sub-committee.

C. The sub-committee chair shall preserve order and decide all points of order for meetings of the sub-committee.

D. The sub-committee chair shall set the date, time and place of the first and all subsequent sub-committee meetings.

E. The sub-committee chair shall bring all actions and recommendations to the MHCBT Board. No sub-committee shall be authorized to directly present information to the Town Council, or take other action, unless it is approved by the MHCBT Board.

IX. RESPONSIBILITIES OF THE STAFF LIAISON

The Staff Liaison is an ex-officio, non-voting member of the MHCBT Board and is designated by the Plan Administrator. The Staff Liaison:

A. Assists in the creation of the agenda and reviews the draft agenda for accuracy.

B. Attends scheduled MHCBT Board meetings and takes summary minutes.

C. Prepares updates and arranges for other Town staff to attend MHCBT Board meetings when necessary.

D. Prepares responses of requests from MHCBT Board members.

E. Arranges for meetings that may have a large turnout (new location, chairs, tables, audio equipment, refreshments, etc.).

F. Brings MHCBT Board materials such as member name-cards, maps and

other regularly used materials to each meeting.

G. Sends a copy of approved minutes to the Town Clerk's office.

H. Oversees, as assigned by the Chairperson, maintenance of the MHCBT Board mailing list.

I. Oversees, as assigned by the Chairperson, maintenance records of MHCBT Board agendas, approved minutes and correspondence.

J. Refers all public requests for copies of approved minutes or MHCBT Board correspondence to the Town Clerk's office.

X. MEETINGS OF MEMBERSHIP

A. The MHCBT Board shall hold regular meetings at least four times each plan year for transaction of business as may come before the MHCBT Board. The meetings of the MHCBT Board will be held at times and at locations designated by the Chairperson.

B. The MHCBT Board may conduct or participate in any Regular or Special Meeting through the use of any means of communication by which all MHCBT Board Trustees participating may simultaneously hear each other during the meeting. An MHCBT Board Trustee participating in a meeting by this means is deemed to be present in person at the meeting.

C. The Chairperson may convene the MHCBT Board at any time by notifying the Trustees of the date, hour and purpose of such special meeting. The MHCBT Board Trustees shall be given at least 24 hours' notice of such special meeting by personal notice and by the posting of the notice and agenda on the Town's official posting sites.

D. The Chairperson is responsible for assuring that a written agenda that meets the requirements of the Arizona Open Meeting Law is prepared for all MHCBT Board meetings. The Staff Liaison may assist in this process. All agendas shall be provided to the clerical support staff, who shall assure all agendas are properly posted as required by the Arizona Open Meeting Law.

E. Any and all sub-committees may be placed on the agenda for a report on the status of work in progress for that sub-committee.

F. Business matters of the regular meeting will be considered as far as practicable in the following order:

1. Call to Order and Roll Call
2. Pledge of Allegiance/Invocation/Moment of Silence
3. Approval of Agenda
4. Approval of the Minutes
5. Presentation (Optional)
6. Discussion/Possible Action Items
7. Sub-Committee Reports (Optional)
8. Executive Session (Optional)
9. Adjournment

XI. PROCEDURE

A. At all meetings of the MHCBT Board, the Chairperson shall call the MHCBT Board to order and a record of the Trustees present and absent will be taken. The Chairperson may call each matter of business in the order listed on the agenda.

B. The Chairperson shall conduct meetings using parliamentary procedure as recommended by the Arizona League of Cities and Towns, unless such rules are suspended by a majority vote of the MHCBT Board.

C. A Trustee who desires to speak or make a motion shall address himself or herself to "Mr. or Madam Chairperson," and may address the MHCBT Board upon being recognized by the Chairperson.

D. When more than one Trustee addresses the Chairperson and wishes to speak, the Chairperson will recognize the person who first addressed the Chairperson.

E. No Trustee shall interrupt another, except to call to order or to correct a mistake.

F. At any MHCBT Board meeting, three Trustees shall constitute a quorum. If a quorum is not present 15 minutes after the scheduled meeting time, the

MHCBT Board may choose to meet informally for discussion purposes, all action will be postponed and agenda items placed on the next special or regular MHCBT Board meeting.

G. A majority of affirmative votes of the quorum present shall be necessary to pass any action of the MHCBT Board, except where these bylaws or applicable laws or rules require approval by more than a majority of the quorum.

H. A MHCBT Board Trustee who has a conflict of interest shall disqualify him or herself and shall not vote on or participate in the discussion of the item, as required by the Arizona Conflict of Interest law (A.R.S. § 38-501 et. seq.).

I. The Chairperson may vote or decline to vote on all matters. The Chairperson's failure to vote shall not be counted as an affirmative or negative vote. The Chairperson shall break all ties.

J. Motions may be determined by voice vote or at the request of a MHCBT Board Trustee or by roll call vote. The Chairperson shall declare all votes. If any member doubts the Chairperson's declaration of a voice vote, a roll call shall be ordered. When a roll call vote is commenced, no Trustee shall engage in discussion of the question being voted upon.

XII. PARTICIPATION BY THE PUBLIC

A. Members of the public wishing to speak at MHCBT Board meetings will be allowed to speak during public portions of the meeting. The Chairperson may limit the length of public comment to three minutes at any time.

B. No person in the audience shall be permitted to speak unless recognized by the Chairperson. The Chairperson may permit persons to speak on any agenda item.

C. Each member of the public who is permitted to speak shall proceed without interruption from the audience and shall retire when his or her time is up.

D. All discussion shall be addressed to the MHCBT Board and there should be no argument or discussion between individuals not on the MHCBT Board.

E. The Trustees of the MHCBT Board may ask questions and make

appropriate comments at any time, subject to reasonable limitations imposed by the Chairperson for the orderly conduct of the meeting.

F. Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Any person making personal, impertinent or slanderous remarks, or who becomes boisterous while addressing the MHCBT Board, may be removed from the meeting room if directed by the Chairperson. Unauthorized remarks from the audience, whether verbal or otherwise, shall not be permitted, and the Chairperson may expel offenders from the meeting room.

XIII. AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws adopted by concurrence of three MHCBT Board Trustees at any meeting or special meeting when the proposed amendment has been set out in the notice of such meeting. Any alterations, amendments or replacements of these bylaws shall be effective upon review and approval by the Town Council. Any such amendment shall not affect any other portion of these bylaws.

XIV. SEVERABILITY

If any portion of these bylaws is found by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from these bylaws, and the remaining parts of these bylaws shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of these bylaws.

Executed at Marana, Arizona, this_____day of_____, 2023.

MARANA HEALTH CARE
BENEFITS TRUST BOARD

_____
Chairperson

ATTEST:

_____
Town Clerk

Council-Regular Meeting **B2**

Meeting Date: 03/07/2023

To: Mayor and Council

From: David L. Udall, Town Clerk/Assistant Town Attorney

Date: March 7, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-022: Relating to Boards, Commissions, and Committees; making an appointment to the Town of Marana Planning Commission (David L. Udall)

Discussion:

Section 17-2-1 of the Marana Town Code establishes the Town of Marana Planning Commission. Pursuant to Section 17-2-1(C), the Planning Commission makes reports and recommendations related to planning and development to the Marana Town Council, to other organizations, and to residents of the Town, and it undertakes other tasks assigned by the Town Council. The Planning Commission consists of seven members who are residents of the Town and who serve at the pleasure of the Town Council.

Pursuant to Section 17-2-2 of the Marana Town Code, members of the Planning Commission also serve as members of the Board of Adjustment, a seven-member quasi-judicial body that decides appeals regarding variances from the Town's zoning regulations, hears and decides appeals from zoning decisions made by the Planning Manager, and considers any matter referred by the Town Council.

On January 25, 2023, Don Duncan resigned from his position as a Planning Commission member, resulting in a vacancy for the duration of his term ending June 30, 2025. Town staff has solicited applications to fill the vacancy and has received applications from the following candidates: Patrick Cavanaugh, Sharon Tyson, and Darren Wright. These three applicants meet the requirements set forth in the Marana

Town Code for appointment to the Planning Commission, and copies of their applications are included in the agenda materials for the Council's review. The individual appointed by Council will begin serving immediately upon appointment and will serve for the remainder of Mr. Duncan's term.

A meeting of the Council Committee for Planning Commission and Board of Adjustment Appointments is scheduled for Tuesday, March 7, 2022, at 5:15 p.m. The Committee will review and discuss the applications submitted for the vacancy on the Planning Commission and, if prepared to do so, will make a recommendation for appointment to the full Council at tonight's meeting.

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

1. Interview one or more applicants either in public or in an executive session scheduled for that purpose.
2. Make an appointment.
3. Order the solicitation of additional applications.
4. Take any other action it deems appropriate.

An executive session has been scheduled on tonight's agenda to discuss, consider, and interview the candidates should the Council wish to do so.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2023-022, appointing _____ to the Town of Marana Planning Commission for a term ending June 30, 2025.

Attachments

Resolution No. 2023-022
Sharon Tyson Application
Patrick Cavanaugh Application
Darren Wright Application

MARANA RESOLUTION NO. 2023-022

RELATING TO BOARDS, COMMISSIONS, AND COMMITTEES; MAKING AN APPOINTMENT TO THE TOWN OF MARANA PLANNING COMMISSION

WHEREAS, on March 5, 2013, the Town Council adopted Resolution No. 2013-020, modifying the procedures for appointments to the Town of Marana Planning Commission by establishing a Council Committee for Planning Commission and Board of Adjustment Appointments, and authorizing the Committee to receive and review applications and interview prospective Planning Commission members and to make recommendations relating to the applicants to the full Town Council for consideration and possible action; and

WHEREAS Section 17-2-1 of the Marana Town Code establishes the Town of Marana Planning Commission and requires that its membership consist of seven residents of the Town who serve at the pleasure of the Town Council; and

WHEREAS pursuant to Section 17-2-2 of the Marana Town Code, members of the Planning Commission also serve as members of the Board of Adjustment; and

WHEREAS one vacancy currently exists on the Planning Commission, which vacancy involves a member who has resigned and whose term expires June 30, 2025; and

WHEREAS the Council Committee has reviewed applications for the vacant seat and has made its recommendation to the full Council; and

WHEREAS the Mayor and Council find that the appointment addressed by this resolution is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that _____ is hereby appointed to the Town of Marana Planning Commission with a term ending June 30, 2025.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of March 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Board and Commission Application
Town Clerk

Submitted On:
Jan 27, 2023, 11:10AM MST

Board or Commission	Planning Commission
Please upload your resume here.	Sharon Resume.docx
First Name	Sharon
Last Name	Tyson
Email	[redacted]
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
How many years have you lived at this address?	8 1/2 years
How many years have you lived in Marana?	8 1/2 years
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Retired
Employer	Retired
What is your vision for the Town?	To continue the path set by the Mayor, Town Manager and Council for sustainable, smart growth. It is not by accident that Marana is the fastest growing area in Arizona. We have great leadership and people who are "forward thinking" in their planning.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	With the wave of growth that we are seeing, I believe water will always be on the forefront of everyone's minds. I believe we need to be forward thinking in our development of infrastructure to keep pace with our growth.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	I believe the Town of Marana is ideally situated for all forms of recreation with great parks, mountain hiking and of course bicycling. Our neighborhoods have local parks and trails for families to use and enjoy.
Please explain your professional background	I have served in elected public office as a City Council member and was also a member of the Planning Commission of Huntsville, AL before moving to Marana in 2014. Also, served on numerous non profit boards and enjoyed raising funds for those area I was passionate about.
Describe your experience	I enjoy working with people to identify and more importantly to solve

working with a Council-appointed board or commission	issues. I strongly believe in being a "team member" and enjoy the process of making life better for the residents of our community.
Describe a time when you had to stand firm and make a tough or unpopular decision	While I was on the Town of Marana Planning Commission previously, we had a applicant who wanted to open a business in a "neighborhood setting". I voted "no" because I strongly believed it was not the right location for that type of business.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I have always tried to look at the issues from every angle and perspective before I make a decision. The Town of Marana is home and I will do my best to always be available to any resident who wants to speak with me.
Full Name	**First Name:** Don **Last Name:** Duncan
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Full Name	**First Name:** Linda **Last Name:** Spalla
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	N/A
Person with Interest	N/A
Type of Interest	N/A
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an	No

employee of the Town of Marana?	
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	N/A
Signature Data	First Name: Sharon Last Name: Tyson Email Address: [redacted]  Signed at: January 27, 2023 11:05am America/Phoenix
Full Date	**Month:** 1 **Day:** 27 **Year:** 2023

SHARON A. TYSON

[redacted]

EXPERIENCE:

Member of Town of Marana Planning Commission
June 2017 to February 2022

Member of the City of Huntsville, Alabama, Planning Commission
2012 – 2014
While serving on the Huntsville Planning Commission served as Zoning Committee Chairwoman.

Member on the Crestwood Medical Center Women's Advisory Council
2004-2014
Acted as an advisor to the Crestwood Medical Center providing recommendations on new technology, reported patient feedback to the CEO.

Women Honoring Women Chairwoman
2007
Chair for the Women's Economic Development Council Foundation's largest fund raising event.

Volunteer building the Veterans Memorial Park
2006
Assisted the Chairwoman in all day-to-day operations.

Volunteer on the Huntsville, Alabama, Bicentennial Celebration Committee
2005
Assisted the Chairwoman in all day-to-day operations. Personally coordinated the celebration events in all five (5) district of Huntsville.

Member, HOPE Place Board of Directors
1997 - 2010
Chair of the HOPE Place Golf Classic
1999 – 2010
President, HOPE Place Board of Directors
1999 – 2000
HOPE Place is a domestic violence shelter program. The Board of Directors oversaw and approved all activities and budgets.

Councilmember and Planning Commission Member for the City of Scottsboro, Alabama.
1992 – 1996

REFERENCES
Provided upon request.

Board and Commission Application
Town Clerk

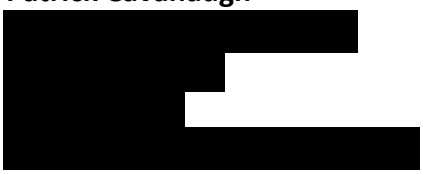
Submitted On:
Jan 27, 2023, 10:09AM MST

Board or Commission	Planning Commission
Please upload your resume here.	Patrick Cavanaugh Resume lig.docx
First Name	Patrick
Last Name	Cavanaugh
Email	[redacted]
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
How many years have you lived at this address?	3.5
How many years have you lived in Marana?	3.5
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Radio Broadcaster, Representative for new irrigation strategy to save water on permanent crops.
Employer	Self
What is your vision for the Town?	To develop in a thoughtful and sustainable way while endeavoring to keep Marana a desirable place to live with some open space.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	I think the town will grow and will need to attract businesses with good salaries for employees. Need to maintain open space around Marana, which it is known for!
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Open space, outdoor assets such as golf courses, hiking trails, birding, the bike/walking Loop, and the Santa Cruz river with every flowing water!
Please explain your professional background	Print and broadcast journalism, farming, and representing a new company with a new type of subsurface irrigation to help growers of permanent crops save up to 70 percent of water.
Describe your experience working with a Council-appointed board or commission	I have no experience in this area
Describe a time when you had	In 2012 I desired to start a radio network of agriculture news in California. I was at the time an agriculture magazine editor and my

to stand firm and make a tough or unpopular decision	business partner pushed back on the idea. I decided to move forward and launch the network and I became a bigger voice in agriculture and it strengthen my "brand," and gave farmers a bigger voice on the airwaves!
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I will maintain strict integrity as a planning commissioner. I will look at the good of all of Marana without being swayed.
Full Name	**First Name:** Brad **Last Name:** D'Emidio
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Full Name	**First Name:** Tom **Last Name:** Hannigan
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	None
Person with Interest	None
Type of Interest	None
Additional Information	none
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No

If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	none
Signature Data	First Name: Patrick Last Name: Cavanaugh Email Address: [redacted]  Signed at: January 26, 2023 10:18pm America/Phoenix
Full Date	**Month:** 1 **Day:** 27 **Year:** 2023

Patrick Cavanaugh



My wife and I have lived in Marana for nearly four years, and I previously lived in Tucson for five years. We love it here, with great mountain and valley views, gorgeous sunsets, friendly neighbors, beautiful flora and fauna, as well as a great business community that includes excellent restaurants.

2022
Candidate for Marana Town Council
Ran an unsuccessful campaign; however, I spoke to several thousand Marana residents regarding zoning and development.

2022 to present
Secretary, Sunset Ranch Estates HOA

2019 to present
Volunteer for Tucson Cactus and Succulent Society
Rescued many different species of cacti and succulents in areas throughout Pima County scheduled for development. The Society replants or sells rescued plants to the public.

2016 to present
Deep Root Irrigation Representative
Represent this agricultural start-up subsurface irrigation business that saves farmers 70% of their water use. Many pecan, pistachio, and winegrape growers in Arizona and New Mexico are successfully using this new technology for sustainability and conservation.

2013 to present
Radio Broadcaster
Award-winning broadcaster reporting daily on the tree nut industry in Arizona and California.

1985-2019
Agricultural Journalist
Award-winning magazine feature writer and social media content writer for specialty crops grown in the Southwest, with particular focus on the tree nut crops grown in California and Arizona.

1982 to 1985
Farmed Jojoba and Table Grapes
Oversaw the production and harvest of Jojoba and Table Grapes in Stanfield, AZ (Pinal County).

Board and Commission Application

Town Clerk

Submitted On:
Feb 8, 2023, 06:53PM MST

Board or Commission	Planning Commission
Please upload your resume here.	marana planning commission.docx
First Name	Darren
Last Name	Wright
Email	[redacted]
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
How many years have you lived at this address?	.5 years (6 months)
How many years have you lived in Marana?	.5 years (6 months)
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Public Information Officer
Employer	Oro Valley Police Department
What is your vision for the Town?	My vision for Marana is to find the right balance between growth and maintaining the small town feeling that makes Marana a wonderful place to live.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Managing growth and influx of commercial industry in a manner that assures that the resources are able to keep up and manage the demands that the growth brings.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Accessibility and small town feel, while still having the retail and commercial needs of the citizens, which keeps the tax revenue local.
Please explain your professional background	I have recently retired from a 31 year career in law enforcement, and accepted a job with Oro Valley Police as their civilian public information officer. I hold a masters degree in Communications and Public Relations.
Describe your experience working with a Council-appointed board or commission	This would be my first time serving a council appointed board. I served as president for a large charitable foundation. I had to make

Describe a time when you had to stand firm and make a tough or unpopular decision	the final decision to not provide assistance to someone that was in need because they did not meet the criteria set forth in the by laws. Although it was difficult to deny the assistance, it was far more important to stay within the confines of the by laws for the long term protection of the foundation.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I truly believe that all decisions should be based on the facts known and what is best for all that are represented. In my 31 years in aw enforcement, I prided myself in being able to make decisions based on the facts and not allowing emotions to cloud those decisions. I would apply that same mentality to decisions brought before the board, and vote based on what is best for all of Marana.
Full Name	**First Name:** Chelsea **Last Name:** Hodgson
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Former colleague
Phone Number	[redacted]
Full Name	**First Name:** John **Last Name:** Keefe
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	N/A
Person with Interest	N/A
Type of Interest	N/A
Additional Information	None
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	N/A
Are you, a relative, or any member of your household an employee of the Town of	No

Marana?	
If Yes, please explain	N/A
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	None
Signature Data	First Name: Darren Last Name: Wright Email Address: [redacted]  Signed at: February 8, 2023 6:40pm America/Phoenix
Full Date	**Month:** 2 **Day:** 8 **Year:** 2023



DARREN WRIGHT

PROFILE

I am applying for the position on the Marana Planning Commission. I have a recent master's degree in Communications with a Public Relations concentration, and extensive experience in crisis communications, branding, and social media messaging.
I retired from a law enforcement officer career after over 30 years. I have been hired as a civilian Public Information Officer for a local police department.
I have extensive experience in community service, and am looking to continue that service to my new community

CONTACT

PHONE:
[redacted]

EMAIL:
[redacted]

EDUCATION

Southern New Hampshire University
2019 - 2022
Master of Arts, Communications, with Public Relations concentration.
GPA 3.9

Southern New Hampshire University
2015 - 2019
Bachelor of Arts, Communications, with Public Relations concentration.
Summa Cum Laude, GPA 3.9

WORK EXPERIENCE

Oro Valley AZ, Police Department, Public Information Officer
September 2022- Present
Agency spokesperson, handle all media inquiries, conduct media interviews, manage all social media, content creation including photography, and video production.

Washington State Patrol Sergeant, HQ Public Information Officer
May 1991–Present
Agency spokesperson, write media releases, respond to media inquiries, create social media content

Kittitas Valley Fire Rescue, Firefighter
1997–2016
Firefighter/EMT. Respond to community emergencies.

[redacted]

DARREN C. WRIGHT

OBJECTIVE

Darren Wright is a qualified and motivated applicant, who has spent an extensive amount of time serving in public safety, and training in the Public Information field. He served as the Washington State Patrol (WSP) District 6 PIO for 2+years. He recently retired as a Sergeant in the WSP assigned as the Headquarters Public Information Officer in the Government and Media Relations Division. He held this position for 3 years. He had been with the WSP for over 31 years. Darren Wright desires the opportunity to serve my new community. Darren Wright has 23 years' experience as a volunteer/reserve firefighter/EMT.

FUNCTIONAL SUMMARY

Darren Wright started from high school by enlisting in the United States Marine Corps (USMC) with a desire to be among an elite few. Since being honorably discharged from the USMC, He was hired by the Washington State Patrol. This decision was again to be among the best. Darren Wright has been a valuable asset in promoting the Washington State Patrol as a Part of the Government and Media Relations Office. Darren Wright has been fortunate in life and in career and is in a stage of his life that allows him to serve in a new capacity, where he plans to start a new career in a new direction. Darren Wright has been assigned as Lead PIO on 2 major wildfires and assisted as PIO on several others. Three of those wildfires garnered national media attention. He has managed media on other major incidents including a 26-vehicle pileup on I-90, and a school bus vs. semi fatality collision. He has written numerous press releases, blogs, articles, and other communications. He was a part time staff writer for a motorcycle magazine.

EMPLOYMENT

[08/1985-08/1989] United States Marine Corps

Marine, Combat Engineer Mechanic

- Responsible for the maintenance and repair of heavy equipment for a Combat Engineer Battalion
- This position required extensive knowledge of diesel-powered equipment like bulldozers, cranes, backhoes etc.
- This experience led to the ability to operate many different styles and sizes of vehicles both wheeled and tracked

[09/1989 – 05/1991] Northwest Forklift Inc.

Field Service Mechanic

- Responsible to respond to calls for service to maintain and repair material handling equipment

- The company sold and serviced new and used equipment
  Worked with little to no supervision at customer locations

[05/1991 – 08/2000] Washington State Patrol

Commercial Vehicle Enforcement Officer

Enforce laws as they pertain to commercial vehicles. Inspect, weigh and assist in post collision investigations

[08/2000 – 8/2022] Washington State Patrol

Trooper (Retired)

- Enforce laws and protect the citizens of the State of Washington
- Assigned to the Commercial Vehicle Division through March 2011
- Transferred to Field Operations Bureau District 6 Detachment 6 in March 2011
- Assigned as District Recruiter and Public Information Officer (PIO) in November 2013.
- Promoted to Sergeant assigned to Chehalis March 2016
- Transferred to the Special Operations Division, Supervised the security detail for the Capitol Campus. May 2018
- Transferred to the Government and Media Relations Division as the HQ/Agency PIO. Sept. 2019

[09/2022 – Present] Oro Valley AZ Police Department

Public Information Officer

- Handle all external messaging and communications
- Manage all social media platforms
- Content creation for branding and social media posting
- Respond to all media inquiries to include press releases, interviews and general inquiries

SUMMARY OF QUALIFICATIONS

Bachelor of Arts in Communications with a Public Relations Concentration.

Master of Arts in Communications with a Public Relations Concentration.

FEMA Basic PIO trained

FEMA Advanced PIO trained

Completed extensive Incident Command training classes including

ICS 100, 200, 300, 400, 700, 800

ICS PIOF task book complete
Former WSP Control Tactics and Weapons Instructor 10+ years
Hazardous Materials Technician
Hazardous Materials Awareness/Operations Instructor
Hazardous Materials On-Scene Incident Commander
Former Washington State Emergency Medical Technician (EMT) 23 years
Rope Rescue Operations level training
Washington State Basic Life Support Instructor/Evaluator
NFPA Instructor I (Fire service instructor)
Former AHA CPR instructor
FEMA approved lead instructor for G-290 PIO Basic

TRAINING RECEIVED

Public Information Officer Awareness IS-00029(2014)

Basic Public Information Officer

Advanced Public Information Officer E-0388(2014)

Public Information in an All-Hazards Incident MGT-318

Social Media in Emergency Management IS-00042

Social Media for Natural Disaster Response and Recovery

Complete ICS suite of classes, ICS-100- ICS-800

Numerous conferences and training seminars on Media Relations

PROFESSIONAL MEMBERSHIPS

Executive Board President for the WSP Memorial Foundation

Fraternal Order of Police, local lodge former Vice President

Member of the Marine Corps League

Former Director Blue Knights Law Enforcement Motorcycle Club

EDUCATION

[1982-1985] Winthrop High School Winthrop, MA.
Diploma

[2004-2006] Central Washington University Ellensburg, WA.
Working towards Bachelor of Science in Chemistry

- Major in Chemistry with a minor in Physics
- Study of the Japanese language. (not fluent)

[2015-2019] Southern New Hampshire University Manchester NH.
Bachelor of Arts, Communications with Public Relations Emphasis (Online)

- Graduated Summa Cum Laude. (3.9GPA)

[2019-2022] Southern New Hampshire University Manchester N.H.
Master of Arts, Communications with Public Relations Emphasis (Online)

- GPA 3.9

VOLUNTEER EXPERIENCE

Executive Board President for the WSP Memorial Foundation (non-profit organization with assets in excess of $1 million)

Volunteer/Reserve Firefighter/EMT for 23 years. (Retired)

Former Assistant Chief for the South Cle Elum Fire Dept.

Co-Director of the Kittitas County Shop with a Cop for 12+ years

Committee Chair for the When the Clock Strikes You, Impaired Driving Prevention Program

Past President of the Morgan Middle School Parent Group

EMT/BLS Evaluator/Instructor for Ongoing EMS training

Hazardous Materials Awareness/Operations Instructor (over 100 classes taught to responders primarily in Kittitas County)

Former Co-Director and host family for Japanese student exchange program.

Former Vice President of Local Lodge of Fraternal Order of Police

Former Director of Blue Knights Law Enforcement Motorcycle club

AWARDS RECEIVED

2021 WSP Chief's Award for Professional Excellence

2016 WSP Life Saving Award

2014 Kittitas County Top Young Driver Education Award

2005 District 6 Commercial Vehicle Trooper of the Year

Bureau Commendation for negotiating a suicidal subject off a ledge

Three-time champion in the Washington State Commercial Vehicle Inspectors Competition

5th place overall North American Inspectors Competition

3rd place North American Inspectors Competition Hazardous Materials division

Recipient of 7 WSP Chief's Coins (Internal agency award)

Council-Regular Meeting **A1**

Meeting Date: 03/07/2023

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: March 7, 2023

Strategic Plan Focus Area:
Thriving Commerce

Subject: Resolution No. 2023-023: Relating to Administration; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Par 5, LLC outlining responsibilities and event costs for the LIV Golf Tournament scheduled for March 17-19, 2023 (Libby Shelton)

Discussion:

The LIV Golf Tournament (the "Tournament") is scheduled for March 17-19, 2023 at the Gallery Golf Club. Par 5, LLC is managing the Golf Tournament on behalf of LIV Golf, Inc. Par 5 has applied for a special event permit for the Tournament pursuant to Marana Town Code Chapter 10-6.

This agreement outlines the responsibilities of the Town, to include traffic control planning and monitoring and policing and security for all public roadways and intersections leading to the Gallery Golf Club during the Tournament. The agreement also outlines the responsibilities of Par 5, to include paying all reasonable and foreseeable costs for:

1) Ordering, acquisition, and installation of temporary traffic control devices required by the Traffic Control Plan;
2) Marana Police Department Officers providing security for the Tournament at an anticipated cost of $96,386.08;
3) Posting Occupancy Loads for each structure at the Tournament and posting staff at

the structures to ensure that occupancy loads are not exceeded; and
4) Insurance endorsed to the Town as an additional insured.

Financial Impact:

Fiscal Year:	2023
Budgeted Y/N:	No
Amount:	$96,387

The amount anticipated is an estimate which will be fully reimbursed through this agreement. As such we do not anticipate a negative financial impact.

Staff Recommendation:

Staff recommends approval of the agreement between the Town of Marana and Par 5, LLC outlining responsibilities and event costs for the LIV Golf Tournament scheduled for March 17-19, 2023.

Suggested Motion:

I move to adopt Resolution No. 2023-023, approving and authorizing the Mayor to execute the agreement between the Town of Marana and Par 5, LLC outlining responsibilities and event costs for the LIV Golf Tournament scheduled for March 17-19, 2023.

Attachments

Resolution No. 2023-023
Exhibit A to Resolution

MARANA RESOLUTION NO. 2023-023

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND PAR 5, LLC OUTLINING RESPONSIBILITIES AND EVENT COSTS FOR THE LIV GOLF TOURNAMENT SCHEDULED FOR MARCH 17-19, 2023

WHEREAS Par 5, LLC is managing a LIV Golf Tournament at the Gallery Golf Club on March 17-19, 2023 ("Tournament") on behalf of LIV Golf, Inc.; and

WHEREAS Par 5, LLC has submitted a special event permit for the Tournament pursuant to Marana Town Code Chapter 10-6; and

WHEREAS the Town and Par 5, LLC seek to establish written guidelines regarding responsibilities and event costs for the Tournament.

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

SECTION 1. The agreement between the Town of Marana and Par 5, LLC, in the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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 7th day of March, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN OF MARANA AGREEMENT FOR LIV GOLF EVENT COSTS

THIS AGREEMENT is entered into by and among the Town of Marana, an Arizona municipal corporation, with its principal offices at 11555 West Civic Center Drive, Marana, Arizona 85653 ("**Marana**"), and Par 5 Group, LLC, a Florida limited liability company, with its principal offices at 777 South Flagler Drive, Suite 500E, West Palm Beach, Florida 33401 (**"Par 5"**). Marana and Par 5 are sometimes collectively referred to in this Agreement as the "**Parties**," either of which is sometimes individually referred to as a "**Party**."

RECITALS

A. Marana is an Arizona municipal corporation.

B. Par 5 is managing a LIV Golf Tournament at the Gallery Golf Club in Marana, AZ on March 17-19, 2023 on behalf of LIV Golf, Inc. (**"Tournament"**).

C. Par 5 has applied for a special event permit for the Tournament pursuant to Marana Town Code Chapter 10-6.

D. The Parties desire to create a safe and secure environment for the Tournament, so that players and visitors can participate and enjoy the event to the fullest extent possible.

E. The Parties desire to create an effective way to manage shared responsibilities and costs associated with the Tournament.

F. Marana has an extra-duty police services program as set forth in the Town of Marana comprehensive fee schedule.

G. Marana has provided Par 5 with a proposed price of $96,386.08 for costs related to extra-duty Marana Police Department officers providing security for the Tournament. A true and correct copy of Marana's proposal and fee breakdown is attached to and incorporated in this agreement as Exhibit A.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intentions of the Parties in entering into this Agreement, and in consideration of the terms of this Agreement, the Parties hereby agree as follows:

1. *Marana's Responsibilities.* Marana shall have primary responsibility for and shall pay all costs associated with the following activities related to the Tournament:

a. Traffic control planning and monitoring, including plans preparation and emergency preparedness planning. The Marana Police Department will have a unified command system with Northwest Fire Department and the security group hired by Par 5.

b. Policing of and security for all of the following: All public roadways and intersections up to and including the Dove Mountain Boulevard roundabout outside the Ritz Carlton Dove Mountain main entrance, including without limitation all Tangerine Road access points to Dove Mountain, the Thornydale Road/Tangerine Road intersection, and the Interstate 10/Tangerine Road Interchange.

2. *Par5's Responsibilities.* Par 5 shall have primary responsibility for and shall pay all reasonable and foreseeable costs associated with the following activities related to the Tournament:

a. Ordering, acquisition, and installation of temporary traffic control devices reasonably required by the Marana-approved Traffic Control Plan for the Tournament; provided that Par 5 shall be permitted to review and have input on the Traffic Control Plan prior to final approval by Marana; however, Marana shall have final approval authority of the Traffic Control Plan. All policing and security costs incurred in connection with player and visitor safety on private roadways and private property, from and including the Gallery Golf Club entrance and throughout the Tournament site.

b. Marana Police Department services for security as described in Exhibit A. Par 5 shall pay all necessary costs associated with Marana Police Department officers providing security for the Tournament. Officers providing security for the Tournament will be paid their regular rate of pay or overtime rate, depending if they are scheduled to work at the Tournament on their scheduled work day or if they are working the event on their regularly scheduled day off. The hourly pay rate shall include Employee Related Expenses (ERE). Marana and Par 5 agree that the Marana Police Department Services costs for the Tournament are anticipated to be $96,386.08.

3. *Cash Deposit to Secure Par 5's Obligations Under this Agreement.* Par 5's obligations under paragraph 2(b) of this Agreement shall be secured by a cash deposit to Marana in the amount of $96,386.08, referred to in this Agreement as "Par 5's Cash Deposit." In order to secure Marana Police Department Services for the Tournament according to this Agreement, Par 5's Cash Deposit shall be made no later than March 10, 2023.

4. *Reconciliation and Final Payment.* No later than 30 days after the last day of the Tournament, Marana shall provide Par 5 an itemized statement of Marana Police Department's security expenses, as described in paragraph 2(b) above, and a check or invoice representing the difference between Marana's costs and Par 5's Cash Deposit. If Par 5's Cash Deposit was insufficient to cover Par 5's obligations under this Agreement, Par 5 shall pay Marana the balance of the costs as set forth in the invoice within 30 days after the itemized statement and invoice are provided to Par 5. Any amounts unpaid after 30 days shall accrue a simple interest rate of 10% per year until paid in full.

5. *Maximum Occupancy Loads to Comply with Building Codes.* Par 5 is solely responsible for posting occupant loads for each structure and ensuring that the occupant load for each struc-

ture is not exceeded. Par 5 is responsible to ensure that the maximum capacity of occupant loads for each structure is not exceeded. Par 5 is also required to have staffing at the entry to each structure to keep a head count to ensure that the maximum capacity of persons is not exceeded.

6. *Insurance*. Par 5 shall provide one or more certificates of insurance evidencing Commercial General Liability insurance coverage of at least $1,000,000 per occurrence, $2,000,000 aggregate. The Commercial General Liability policy shall be endorsed to name the Town as an additional insured, and Par 5 shall provide additional insured endorsement(s) evidencing this endorsement. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement. All policies required pursuant to this paragraph shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of Par 5's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required under this paragraph. Par 5 shall provide the required insurance documentation prior to participation in any scheduled event.

7. *Regulatory Compliance and Approvals.* Each Party shall at its own expense comply with all applicable Federal, State and local laws, rules, and regulations in connection with its obligations under this Agreement. Par 5 shall specifically comply with all terms and conditions of any special event permit issued by Marana pursuant to Marana Town Code Chapter 10-6.

8. *Notices.* All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Marana, to:	Town Manager 11555 W. Civic Center Drive - Bldg A3 Marana. AZ 85653
If to Par 5, to:	Par 5 Group, LLC 777 South Flagler Drive, Suite 500E, West Palm Beach, Florida 33401
With a copy to:	LIV Golf, Inc. 222 Lakeview Avenue West Palm Beach, Florida 33401

9. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Agreement and supersedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

10. *No Waiver of Strict Performance.* The failure of a Party to insist upon a strict performance of any of the agreements, terms, covenants and conditions of this Agreement shall not be deemed a waiver of any rights or remedies that Party may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

11. *Authority to Execute Agreement.* The individuals executing this Agreement hereby represent that they have full right, power, and authority to execute this Agreement on behalf of their respective Parties.

12. *Non-Severability.* The provisions of this Agreement shall not be given effect individually, and to this end, the provisions of this Agreement are not severable.

13. *Headings.* The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the Agreement's provisions.

14. *Further Acts.* Each of the Parties to this Agreement shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

15. *Amendments.* No change or addition is to be made to this Agreement except by a written amendment executed by all of the Parties.

16. *Force Majeure.* Notwithstanding any other term, condition or provision of this Agreement to the contrary, if any Party to this Agreement is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the reasonable control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

17. *Attorneys' Fees.* In the event either Party hereto shall commence any civil action against the other to enforce or terminate this Agreement or to recover damages for the breach of any of the provisions, covenants or terms of this Agreement on the part of the other Party, the prevailing Party in such civil action shall be entitled to recover from the other Party, in addition to any relief to which such prevailing Party may be entitled, all costs, expenses and reasonable attorneys' fees incurred in connection therewith.

18. *Construction of this Agreement.* No failure of a Party to exercise any power given to such Party hereunder, or to insist upon strict compliance by the other Party with its obligation hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of that Party's right to demand exact compliance with the terms hereof.

19. *Governing Law.* This Agreement shall be construed in accordance with the laws of the State of Arizona.

20. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

21. *Effective Date and Duration.* This Agreement is effective when it has been executed on behalf of all the Parties and shall remain in effect for 120 days following the Tournament.

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

"MARANA"
TOWN OF MARANA

Ed Honea, Mayor
Date:_____

"PAR 5"
PAR 5 GROUP, LLC

Tim Flaherty, Executive Director
Date 02/27/2023

ATTEST:

Town Clerk Date

APPROVED AS TO FORM:

Town Attorney Date

Council-Regular Meeting **A2**

Meeting Date: 03/07/2023

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

From: Andrea Caicedo, Assistant to the Town Manager

Date: March 7, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-024: Relating to Real Estate; approving and authorizing the Mayor to execute the Third Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N Lon Adams Road (Terry Rozema)

Discussion:

On October 6, 2020, the Marana Town Council adopted Resolution No. 2020-111, approving a lease agreement between the Town and the Marana Chamber of Commerce, Inc. (the "Chamber") to lease the former Parks and Recreation Department administration building to the Chamber for its offices and a visitors center. On November 18, 2020, the parties entered into the first amendment to the lease agreement to correct an error regarding the address of the property where the leased premises are located. On June 15, 2021, the parties entered into the second amendment to the lease agreement allowing consumption of alcohol on the leased premises during Chamber sponsored or sanctioned events or gatherings.

This third amendment adds Town Office 121 to the Chamber's "exclusive use areas" in the lease. The Chamber will use Town Office 121 as an office for the exclusive use of Chamber's Veterans Focus Group during Chamber's normal operating hours. All other terms of the lease agreement remain unchanged.

Staff Recommendation:
Staff recommends approval of the lease agreement.

Suggested Motion:
I move to adopt Resolution No. 2023-024, approving and authorizing the Mayor to execute the Third Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N Lon Adams Road.

Attachments

Resolution No. 2023-024
Exhibit A to Resolution - Third Amendment to Lease Agreement
Exhibit to Agreement
Original Lease

MARANA RESOLUTION NO. 2023-024

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO LEASE AGREEMENT WITH MARANA CHAMBER OF COMMERCE, INC. REGARDING THE LEASE OF TOWN-OWNED PROPERTY LOCATED AT 13251 N. LON ADAMS ROAD

WHEREAS, on October 6, 2020, the Marana Town Council adopted Resolution No. 2020-111, approving a lease agreement between the Town and the Marana Chamber of Commerce, Inc. (the "Chamber"); and

WHEREAS, on November 18, 2020, the parties entered into the first amendment to lease agreement to correctly describe the property where the leased premises are located; and

WHEREAS, on June 15, 2021, the parties entered into the second amendment to lease agreement to allow the consumption of alcohol on the leased premises during Chamber sponsored or sanctioned events; and

WHEREAS the Chamber has requested further revisions to the lease agreement to add Town Office 121 to the Leased Premises and authorize the Chamber's Veterans Focus Group exclusive use of the office during the Chamber's operating hours; 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 amendment to the lease agreement with the Chamber as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Third Amendment to Lease Agreement with Marana Chamber of Commerce, Inc., attached to and incorporated within this resolution as Exhibit A, is hereby approved and the Mayor 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 7th day of March, 2023.

Mayor Ed Honea

ATTEST:

David Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Third Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and the MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation (the "Chamber"). The Town and the Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town and the Chamber are parties to that certain lease agreement entitled "Lease Agreement" made and entered into effective December 1, 2020 (the "Lease"), by which the Town leases to the Chamber a certain portion of real property. The Lease was approved by the Marana Town Council on October 6, 2020, through the adoption of Marana Resolution No. 2020-111.

B. On November 18, 2020, the Parties entered into the First Amendment to Lease Agreement to correctly describe the Property where the Leased Premises are located.

C. On June 15, 2021, the Parties entered into the Second Amendment to Lease Agreement to allow the consumption of alcohol on leased premises during Chamber sponsored or sanctioned events.

D. The Parties now desire to amend the Lease, as previously amended, as set forth in this Third Amendment.

AGREEMENT

1. *Lease.* Paragraph 2 of the Lease is hereby amended to add Town Office 121, as depicted in the diagram attached to this Third Amendment and incorporated in the Lease by this reference as Exhibit B[1], to the list of "exclusive use areas" described in the Lease as part of the Leased Premises.

2. *Use.* Paragraph 5 of the Lease is hereby amended to add the following sentence: "Chamber shall use Town Office 121 as an office for the exclusive use of Chamber's Veterans Focus Group during Chamber's normal operating hours only."

3. *Effective Date of Third Amendment*. This Third Amendment shall be effective as of the signature date of the last Party to sign this Third Amendment ("Effective Date").

4. *Other Terms and Provisions*. All other terms and provisions of the Lease and its exhibits, as previously amended, not specifically changed by this Third Amendment, shall remain in effect and be binding upon the Parties as provided for in the Lease. Words

and phrases having a defined meaning in the Lease have the same respective meanings when used in this Third Amendment unless otherwise expressly stated.

5. *Recitals*. The recitals set forth at the beginning of this Third Amendment are hereby acknowledged, confirmed to be accurate, and incorporated here by reference.

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

7. *Governing Law*. This Third Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this Third Amendment shall be brought and maintained in Pima County, Arizona.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

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

By: _____
Amanda Wiggins
President/CEO

Date: _____

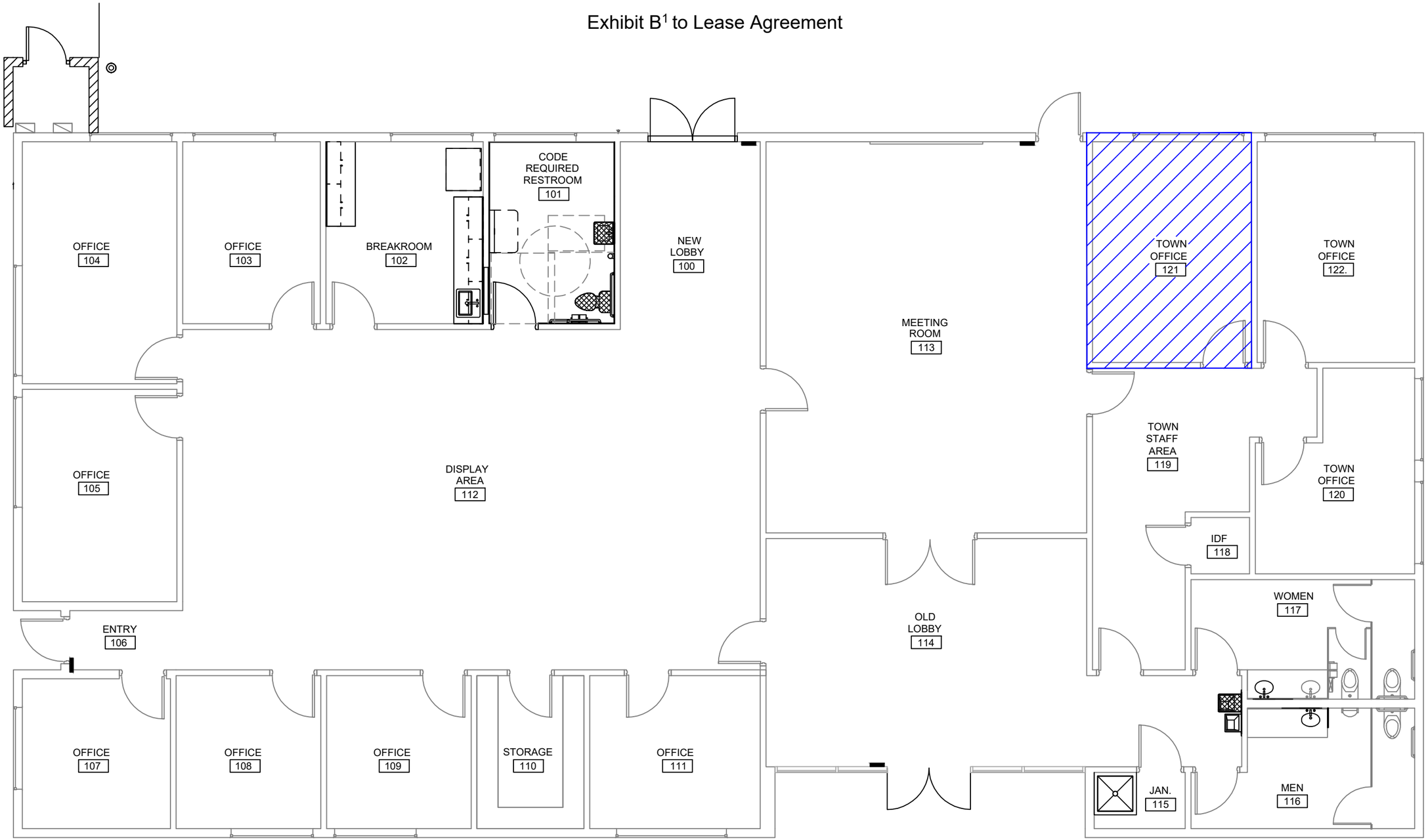
STATE OF ARIZONA)
ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____ , 2023 by Amanda Wiggins, President/CEO of MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

Exhibit B[1] to Lease Agreement



Exclusive use areas within Leased Premises

LEASE AGREEMENT

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

1. *Property.* The Town is the owner of the property and improvements located at 13250 N. Lon Adams Road in Pima County, Arizona, as depicted in Exhibit A, attached to and incorporated in this Lease (the "Property").

2. *Lease.* The Town hereby leases to Chamber the following portions of the Property as the "Leased Premises" for the term of this Lease, subject to Chamber's performance of its obligations under this Lease:

a. Exclusive use of the areas identified as the "exclusive use areas" in the diagram attached to and incorporated in this Lease as Exhibit B.

b. Joint use, with the Town of Marana and the Town's permitted licensees or guests, if any, of the areas identified on Exhibit B as "joint use areas."

c. Reasonable parking in the parking lot located just north of and adjacent to the Leased Premises, as depicted on Exhibit A.

3. *Term.* The initial term of this Lease shall be for five years commencing December 1, 2020 (the "Commencement Date"), unless sooner terminated as provided in this Lease. This Lease shall be reviewed 90 days before the end of the term, at which time the Parties will agree whether to terminate or continue this Lease for an additional term. Renewal shall be by written amendment, signed by both Parties.

4. *Rent.* In consideration for the terms and conditions of this Lease, and subject to adjustment as set forth in this paragraph, Chamber shall pay rent to the Town of $1,000.00 each month during the term of this Lease. Rent shall be due and payable to the Town in advance on the 1st day of each month and shall be remitted to: The Town of Marana, Attn: Finance Department, 11555 W. Civic Center Dr., Marana, AZ 85653. Rent shall be paid without prior notice or demand. Any invoice provided by the Town is for courtesy only and any failure to send an invoice shall not relieve Chamber of its obligation to pay the rent in a timely manner. Rent payments made after the 5th day of each month shall be considered late and shall be subject to the late payment fee established by the Town Council in the Town's comprehensive fee schedule.

(A) Beginning on the second anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, the Town may increase the rent by an amount up to 5% above the rent applicable in the immediately preceding year.

(B) The Town must give Chamber at least 60 days' prior written notice of any increase in rent.

5. *Use.* Chamber shall use the Leased Premises for a Town of Marana visitors' center and office and conference room space for the administration and operation of the Chamber.

6. *Joint Use Areas.* The Town and the Town's licensees and guests shall have access at all reasonable times to the joint use areas, as those areas are identified in paragraph 2 above. The Town shall schedule and coordinate its use of a joint use area with Chamber prior to the date of the use. When there is a conflict in scheduling the use and occupancy of the joint use areas, Chamber shall have priority in scheduling over the Town and the Town's licensees and guests.

7. *Furnishings.* The Town shall lease the Leased Premises to Chamber unfurnished.

8. *Utilities.* The Town shall pay all utility expenses for the Leased Premises when they become due and payable, except for expenses for internet service. Chamber shall be responsible for obtaining and paying for internet service for the Leased Premises for Chamber's use.

9. *Repairs, Maintenance, and Custodial Services.* The Town shall pay all costs to repair the Leased Premises, shall maintain the exterior of and grounds around the Leased Premises, and shall pay for custodial services within the Leased Premises. Chamber shall report all maintenance issues to the Town's Facilities Division as soon as possible and no later than 24 hours after discovery. Chamber shall make any service requests to the Facilities Division via email or telephone.

10. *No Modifications.* Chamber shall not modify the Leased Premises or any of the improvements around or in any way associated with the Leased Premises, including the interior of the Leased Premises and any landscaping on the Leased Premises, without the prior written approval of the Town Manager or designee. If the Town Manager or designee gives written approval, Chamber shall be responsible for all expenses related to the alteration, improvement, addition, change, or modification. Any permanent improvement built, installed, or added on the Leased Premises shall become the property of the Town without compensation to Chamber.

11. *Non-Assignment.* Chamber's rights under this Lease cannot be assigned by Chamber nor shall Chamber grant any license in connection with the Leased Premises without the prior written approval of the Town Manager.

12. *Inspection.* The Town shall have the right at all reasonable times to inspect the Leased Premises and to require Chamber to correct any unsatisfactory conditions relative to Chamber's use of the Leased Premises pursuant to this Lease.

13. *Signs.* Chamber may affix and maintain upon the Property signs relating to the services provided on the Leased Premises as Chamber deems appropriate. Chamber must receive the Town's prior written approval, which will not be unreasonably withheld, as to type, size, color, location, copy nature, and display qualities for any signs that are visible outside of the Property. All signs used by Chamber on or about the Property, whether visible outside the Property or not, shall at all times comply with the Marana Land Development Code, and shall be installed and maintained at Chamber's sole cost.

14. *Environmental.* Chamber shall not cause or permit any hazardous or toxic substance or material to be brought upon, kept, or used in or about the Property by Chamber, its agents, employees, contractors or invitees. For purposes of this paragraph, "hazardous or toxic substance or material" does not include standard janitorial and office products. Chamber shall fully comply with all environmental rules and regulations with respect to its operations on the Leased Premises and shall remediate and clean up any contamination of the Property occurring during the term of this Lease, if the contamination is caused in whole or in part by the acts or omissions of Chamber, its agents, employees, contractors or invitees.

15. Access/key control. Chamber shall comply with any and all policies, procedures, rules or directives of the Town related to access to Town facilities and possession and use of Town keys, electronic access identification cards or other access devices.

16. *Indemnification.* To the fullest extent permitted by law, Chamber shall defend, indemnify, and hold harmless the Town, its officers, agents, and employees, from and against any and all claims, liabilities, losses, damage, cost and expense, including but not limited to reasonable attorneys' fees and/or litigation expenses, arising out of or resulting from the conduct or management of the Leased Premises, or any accident, injury, damage, or violation of law whatsoever occurring in or at the Leased Premises allegedly caused in whole or in part by any act or omission of Chamber or anyone directly or indirectly employed by it, its agents, representatives, contractors, subcontractors, licensees, or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of the Town or any of its officers, agents, or employees. To the fullest extent permitted by law, Chamber shall also indemnify the Town against any claim, liability, damage, cost, or expense arising out of the disposal, or release of any hazardous substance, hazardous waste, hazardous materials, or petroleum products or by products on, from or under the Leased Premises during the term of this Lease.

17. *Insurance.* Chamber shall maintain insurance with carriers acceptable to the Town with the following required coverages and limits:

Worker's Compensation	Statutory
Employer's Liability	U.S. $100,000
Commercial General Liability	U.S. $1,000,000 per occurrence
	U.S. $2,000,000 aggregate
Business Auto Liability	U.S. $1,000,000 combined single limit

a. Chamber shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 17 to the Town upon execution of this Lease. Chamber shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: The Town Manager's Office at 11555 W. Civic Center Drive, Marana, Arizona 85653.

b. The Town shall be named as an additional insured on the commercial general liability policy required by this paragraph 17. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.

c. The certificate(s) shall also stipulate that the insurance afforded Chamber shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by Chamber. Coverage provided by Chamber shall be primary insurance with respect to all other available sources.

d. The coverage requirements specified in this paragraph 17 may not be changed or modified except by written agreement signed by all Parties.

e. Chamber shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 17. Chamber shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph 17. Cancellation or reduction of any coverage required by this paragraph 17 is grounds for termination of this Lease by the Town.

18. *Chamber not an Agent of Town.* Chamber is not an agent of the Town for any purpose under this Lease or otherwise. Chamber shall control activities on the Leased Premises, except for activities of the Town or the Town's licensees or guests in the joint use areas and in the shared parking lot, and the Town shall not control those activities. Chamber's employees and servants shall not be under the control of the Town.

19. *Notices.* All notices, requests, demands, and other communications under this Lease shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to the Town, to:	TOWN OF MARANA Attn: Town Manager 11555 W. Civic Center Drive Marana, AZ 85653
If to Chamber, to:	MARANA CHAMBER OF COMMERCE, INC. Attn: President/CEO 13250 N. Lon Adams Road Marana, AZ 85653

20. *Entire Agreement.* This Lease constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Lease and supersedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Lease.

21. *Authority to Execute Lease.* The individuals executing this Lease hereby represent that they have full right, power, and authority to execute this Lease on behalf of their respective Parties.

22. *Force Majeure.* Notwithstanding any other term, condition or provision of this Lease to the contrary, if any Party to this Lease is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

23. *Conflict of Interest.* This Lease is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

24. *Non-Discrimination.* Chamber shall comply with applicable state and federal rules concerning equal employment opportunity and non-discrimination. Chamber shall further comply with the Americans with Disabilities Act, to the extent applicable to Chamber's operation and the Leased Premises.

25. *Attorneys' Fees.* The prevailing Party in a civil action to enforce this Lease shall be entitled to recover from the other Party, in addition to any relief to which such prevailing Party may be entitled, all costs, expenses and reasonable attorneys' fees incurred in connection with that civil action.

26. *Governing Law.* This Lease shall be construed in accordance with the laws of the State of Arizona.

27. *Default/Termination.*

(A) Immediate Termination of Lease. This Lease may be terminated immediately by the Town for any of the following:

(i) Chamber at any time is without the required insurance;

(ii) Chamber violates any law, or permits any unlawful activities to be carried out on the Leased Premises;

(iii) Chamber takes or fails to take any action and this action or non-action, in the Town's sole judgment, causes or exacerbates a threat to the health or safety of the general public or the users of the facility;

(iv) Chamber creates or permits any waste or nuisance on the Leased Premises;

(v) Chamber permits the consumption of alcohol on the Leased Premises.

(B) Other Defaults. For any other default, defined as a violation of any of the terms or conditions of this Lease, the non-breaching Party may terminate this Lease only if the breaching Party fails to cure the default within 30 days of receiving written notice from the non-breaching Party describing the default, except that a Party may terminate this Lease if the other Party is guilty of four such defaults in a 12-month period, even if each default was cured in a timely manner. Either Party may pursue any other remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each shall be cumulative and in addition to any other right or remedy conferred or reserved in this Lease.

28. *Termination for Convenience.* Either Party may terminate this Lease without cause, for convenience with 90 days' written notice to the other Party.

29. *Surrender of Premises Upon Termination.* Upon termination of this Lease, Chamber agrees to surrender the Leased Premises to the Town in as good a condition as when received, ordinary wear and tear or damage resulting from causes beyond the reasonable control of Chamber excepted. Chamber shall remove any Chamber-built or installed improvements prior to vacating the Leased Premises if requested by the Town or unless requested to be left in place by the Town.

30. *Disposition of Personal Property Upon Termination.* Upon termination of this Lease, Chamber agrees that the personal property of the Town shall not be removed from the Leased Premises but shall be surrendered in good condition. Chamber agrees to remove all equipment and personal property belonging to Chamber upon termination of this Lease without causing damage to the Leased Premises. Any damage to the Leased Premises resulting from the removal of Chamber's personal property or equipment shall be solely the responsibility of Chamber.

31. *Liens.* Chamber shall timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Leased Premises, and shall not permit any lien to attach to the Leased Premises or Property or any interest in the Leased Premises or Property, and shall indemnify and defend the Town against all legal costs and charges resulting from any such lien.

32. *Miscellaneous.*

(A) This Lease may not be modified except in a writing signed by both of the Parties.

(B) The captions and section numbers appearing in this Lease are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Lease.

(C) This Lease may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same Lease.

(D) Neither Party's waiver of the other's breach of any term or condition contained in this Lease shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Lease.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 10/12/2020

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
for Frank Cassidy, Town Attorney

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

By: _____
Audra Winters, IOM
President/CEO

Date: 9-28-20

STATE OF ARIZONA)
ss.
County of Pima)

The foregoing instrument was acknowledged before me this 28th day of September, 2020 by Audra Winters, President/CEO of MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation, on behalf of the corporation.

(Seal)

Rebecca L Hintze
Notary Public
Pima County, Arizona
My Comm. Expires 05/27/2023
Commission No. 565941

_____
Notary Public

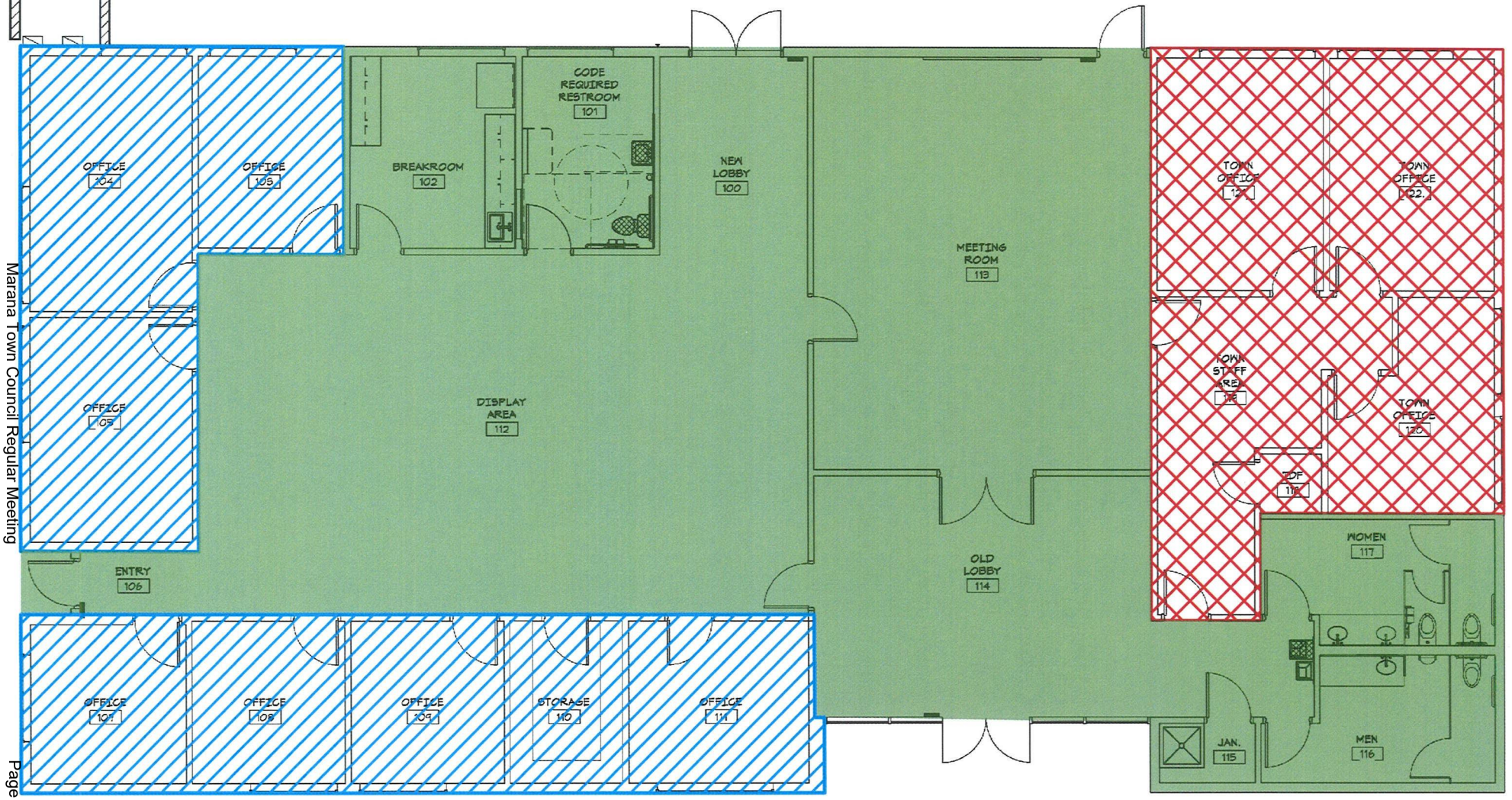
LIST OF EXHIBITS

Exhibit A: Map of Property

Exhibit B: Diagram of Leased Premises


Parcel
217370610
Parcel
217370570
Parcel
217370560
N LON ADAMS RD
Exhibit A to Lease Agreement
13250 N. Lon Adams Road
N
W
E
S
MARANA AZ
0 5 10 20
Yards

Exhibit B to Lease Agreement



Areas excluded from Leased Premises

Exclusive use areas within Leased Premises

Joint use areas within Leased Premises

Council-Regular Meeting **A3**

Meeting Date: 03/07/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: March 7, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-025: Relating to Real Estate; approving and authorizing the Town Engineer to execute a right-of-way License Agreement with Amavida Marana LLC for Use of Town right-of-way located generally on Ina Road east of Silverbell Road for drainage improvements (Jane Fairall)

Discussion:

Amavida Marana LLC ("Amavida") owns and is developing property located near the southeast corner of the intersection of Ina and Silverbell Roads as the Amavida Apartments. The Town has approved development (Town project number DPP2205-001) and mass grading plans (ENG2204-004) for the Amavida Apartments which require the installation of a box culvert for drainage in the Town's right-of-way pursuant to a license agreement. Typically, the Town processes right-of-way license agreements administratively, with the Town Engineer signing these agreements pursuant to his/her general authority over the Town's rights-of-way. The Town uses a standard license agreement form for typical right-of-way licenses, most often for landscaping, irrigation, and other similar purposes. The standard license is revocable at the will of the Town.

For the Amavida Apartments, the infrastructure that is to be installed in the Town's right-of-way is a 31-foot long Reinforced Box Culvert or RCBC, 10 feet wide and 6 feet in height. The box culvert will be connected to a channel that will be built along the southern property line. The RCBC is associated with the LOMR F that has been approved for the property. The LOMR will remove a large portion of the property from the FEMA Special Flood Hazard Area or SFHA. If the box is removed at a later date, the

property will potentially have to be placed back into the FEMA SFHA. The RCBC is an essential component of the LOMR and the removal should be avoided if possible.

Based on the permanent nature of the drainage infrastructure to be installed in the Town's right-of-way for the Amavida Apartments, Amavida has requested a permanent, irrevocable license and Town staff has negotiated the attached agreement. Because the agreement proposes to grant a permanent license, Town staff felt it was appropriate to seek Council approval rather than processing it administratively. The agreement includes the Town's standard indemnification and insurance terms. It also allows the Town modify or terminate the License Agreement to address an imminent health or safety issue, upon reasonable notice to Amavida. Amavida is to remain responsible for maintenance of the drainage infrastructure.

Staff Recommendation:

Staff recommends approval of the license agreement.

Suggested Motion:

I move to adopt Resolution No. 2023-025, approving and authorizing the Town Engineer to execute a right-of-way License Agreement with Amavida Marana LLC for Use of Town right-of-way located generally on Ina Road east of Silverbell Road for drainage improvements.

Attachments

Resolution No. 2023-025

Exhibit A - License Agreement

MARANA RESOLUTION NO. 2023-025

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE A RIGHT-OF-WAY LICENSE AGREEMENT WITH AMAVIDA MARANA LLC FOR USE OF TOWN RIGHT-OF-WAY LOCATED GENERALLY ON INA ROAD EAST OF SILVERBELL ROAD FOR DRAINAGE IMPROVEMENTS

WHEREAS Amavida Marana LLC ("Amavida") owns and is developing property located near the southeast corner of the intersection of Ina and Silverbell Roads as the Amavida Apartments; and

WHEREAS the Town has approved development (Town project number DPP2205-001) and mass grading plans (ENG2204-004) for the Amavida Apartments which require the installation of a box culvert for drainage in the Town's right-of-way pursuant to a license agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the license agreement with Amavida Marana LLC is hereby approved in substantially the form set forth in Exhibit A, attached to and incorporated within this resolution, and the Town Engineer 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 7th day of March, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

WHEN RECORDED MAIL TO:

TOWN OF MARANA
ATTN: REAL PROPERTY
11555 W. CIVIC CENTER DRIVE
MARANA, AZ 85653

TOWN OF MARANA RIGHT-OF-WAY LICENSE AGREEMENT
(Amavida Marana Apartments)
LCA2206-001

"LICENSOR": TOWN OF MARANA
11555 W. Civic Center Drive, Building A-3
Marana, AZ 85653

"LICENSEE": Amavida Marana LLC
639 E. Speedway Boulevard
Tucson, AZ 85705

"LICENSED AREA": That certain real property consisting of public right-of-way owned by the Licensor located generally on Ina Road east of Silverbell Road, and more particularly shown in the legal description and location map attached to and incorporated in this License Agreement.

WHEREAS, Licensor is the owner of that real property known as the Licensed Area and legally described in Exhibit A, attached hereto and incorporated herein (the "Licensed Area");

WHEREAS, Licensee is the owner of that real property legally described in Exhibit B, attached hereto and incorporated herein (the "Amavida Property"); and

WHEREAS, Licensor desires to grant to Licensee, and Licensee desires to accept, a license over the Licensed Area, subject to the terms and condition stated in this License Agreement.

In consideration of the application fee and Licensee's representations and promises in this License Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Licensor hereby grants to Licensee, its heirs, successors, and assigns an irrevocable, permanent, non-exclusive license to, over, and on the Licensed Area to be used as a Drainage Facility (defined below) for the Amavida Marana Apartments (the "License").

2. This License Agreement is granted as an accommodation to Licensee, to allow Licensee to use the Licensed Area as a drainage facility in connection with Amavida Marana Apartments.

3. "Drainage Facility" means the installation, removal, repair, replacement, and maintenance of the drainage facility to be consistent with a Licensor-approved Box Culvert that is shown in

plan and profile on the approved plan ENG2204-004. The approved ENG2204-002 plan is on file with the Marana Planning Department and is incorporated into this License Agreement by this reference. Any modification of the drainage facility on the Licensed Area shall be in accordance with a Licensor-approved Box Culvert Plan & Profile or Licensor's approval.

4. This License Agreement shall be effective when it has been executed on behalf of Licensor and Licensee and shall remain in effect unless and until it is terminated by mutual written agreement of the Licensor and Licensee. This License shall be recorded in the County of Pima, State of Arizona.

5. Licensor may modify or terminate this License Agreement to address an imminent health or safety issue. Licensor shall give Licensee written notice of the need for modification or termination with as much advance notice as is reasonable based on the circumstances surrounding the imminent health or safety issue.

6. Upon Licensee's sale or transfer of the Amavida Marana Apartments (or interest therein), Licensee's rights under this License Agreement shall automatically transfer to the new owner or transferee of the Amavida Marana Apartments (or interest therein), and Licensee's obligations under this License Agreement shall be binding upon new owner, transferee, their heirs, successors-in-interest, and assignees. No later than 30 days after a sale or transfer, the new owner or transferee shall provide notice to Licensor and shall provide copies of certificates of insurance necessary to show compliance with the requirements of this License Agreement. Failure to provide timely notice and certificates of insurance shall be cause for Licensor to terminate this License Agreement and require a new application and fee.

7. Licensee acknowledges on its own behalf and on behalf of its successors-in-interest that the installation and maintenance of the Drainage Facility was a condition of approval of the Box Culvert Plan & Profile for Amavida Marana Apartments, and that Licensee shall maintain the Drainage Facility. The maintenance of the Drainage Facility as stated in this License Agreement is a condition of the Town of Marana's approval of Amavida Marana Apartments, and the failure to maintain the Drainage Facility constitutes a violation of the Marana Land Development Code.

8. Licensee shall defend, indemnify and hold harmless Licensor, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) arising out of Licensee's maintenance or use of the Licensed Area or Licensee's negligent acts or omissions in connection with this License Agreement.

9. Licensee shall obtain liability insurance for the term of this License Agreement in minimum amounts of $1,000,000.00 general liability per occurrence with a minimum $2,000,000.00 general aggregate limit per occurrence. This insurance shall remain in force throughout the life of this License Agreement. Licensor shall be named as an "additional insured" under the liability insurance policy and shall be given at least 30 calendar days' written notice prior to cancellation or reduction in coverage. BEFORE LICENSEE BEGINS ANY WORK ON THE PREMISES, ONE OR MORE CERTIFICATES OF INSURANCE EVIDENCING COVERAGE AS DESCRIBED IN THIS PARAGRAPH SHALL BE FILED WITH LICENSOR, care of the Marana Real Property, 11555 West Civic Center Drive Building A2, Marana, Arizona 85653-7006. LICENSEE SHALL ALSO FILE ALL CERTIFICATES OF INSURANCE EACH TIME THE POLICY IS UPDATED.

10. Upon termination of this License Agreement, Licensee shall restore the Licensed Area to Town of Marana standards. Town of Marana standards for restoration shall be reasonably determined by Licensor at the time of the notice of termination. Licensee shall pay for all restoration costs.

11. If Licensee causes any damage to the Licensed Area, Licensee shall promptly make and pay for the repairs necessary to restore the Licensed Area to as close to its pre-damaged condition as reasonably possible. At the discretion of Licensor, if repairs are not initiated and completed within a reasonable length of time, but in any event within 30 calendar days after Licensor gives written notice of damage to Licensee, Licensor may make all reasonably requested repairs and bill Licensee for all actual third party costs, plus a reasonable administrative fee not to exceed 25% of all actual third party costs. Licensee shall pay the bill within ten calendar days of receipt.

12. Licensee shall not install anything that conflicts with intersection sight visibility triangles as defined and delineated by the July 2016 Town of Marana Subdivision Street Standards Manual, Section 4.8 Intersection Sight Distance, as it may be modified from time to time.

13. Licensor shall not authorize or cause the restriction or interruption of use of the Drainage Facility, unless doing so is required to (a) comply with the terms of this License Agreement or (b) comply with emergency or other governmental authorities.

14. Licensee shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana, as they may be amended from time to time.

15. This License Agreement is subject to cancellation in certain instances involving conflict of interest pursuant to A.R.S. § 38-511.

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

17. In the event of any action at law or in equity between any of the Parties to enforce any of the provisions and/or rights under this License Agreement or on account of a breach of any term or provision hereof, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all reasonable attorneys' fees, costs and expenses incurred as a result thereof. This provision shall survive any termination of this License Agreement.

18. This License shall be binding upon, and the benefit of, the transfers, successors and assigns of Licensee and Licensee's rights and obligations under this License shall run with the land and automatically transfer and be binding upon, and beneficial to, any transferor, successor or assign of the Amavida Property (or any interest therein), subject to the provisions of paragraph 6, above.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this License Agreement on the last signature date set forth below.

"LICENSOR"
TOWN OF MARANA, an Arizona municipal corporation

By:_____
Town Engineer

APPROVED AS TO FORM:

_____
Town Attorney

STATE OF ARIZONA)
ss.
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Fausto Burruel, the Town Engineer of the Town of Marana, an Arizona municipal corporation, on behalf of the Town.

(Seal)

_____
Notary Public

Signature Page Continues

"LICENSEE"
AMAVIDA MARANA LLC, an Arizona limited liability company

By: MARANA GP LLC, An Arizona limited liability company, its Manager

_____
Bradly Richarson, Jr., Manager

_____
Andre Joffroy, Manager

STATE OF _____)
ss.
County of _____)

This foregoing instrument was acknowledged before me on this_____ day of _____ 2023, by Bradly Richardson, Jr., Manager of Marana GP LLC, an Arizona limited liability company, Manager of Amavida Marana LLC, an Arizona limited liability company, on behalf of Amavida Marana LLC.
(Seal)

_____
Notary Public

STATE OF _____)
ss.
County of _____)

This foregoing instrument was acknowledged before me on this_____ day of _____ 2023, by Andre Joffroy, Manager of Marana GP LLC, an Arizona limited liability company, Manager of Amavida Marana LLC, an Arizona limited liability company, on behalf of Amavida Marana LLC.

(Seal)

_____
Notary Public

8710 N. Thornydale Road, Suite 140, Tucson, AZ 85742 | 520.408.1400 | www.epsgroupinc.com

EPS GROUP

Exhibit A
Legal Description
Licensed Area

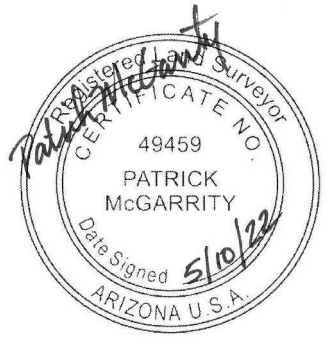
A portion of that parcel of land as described in Docket 9830, Page 2234, Records of Pima County, Arizona, located within the northeast one-quarter of Section 2, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, and described as follows:

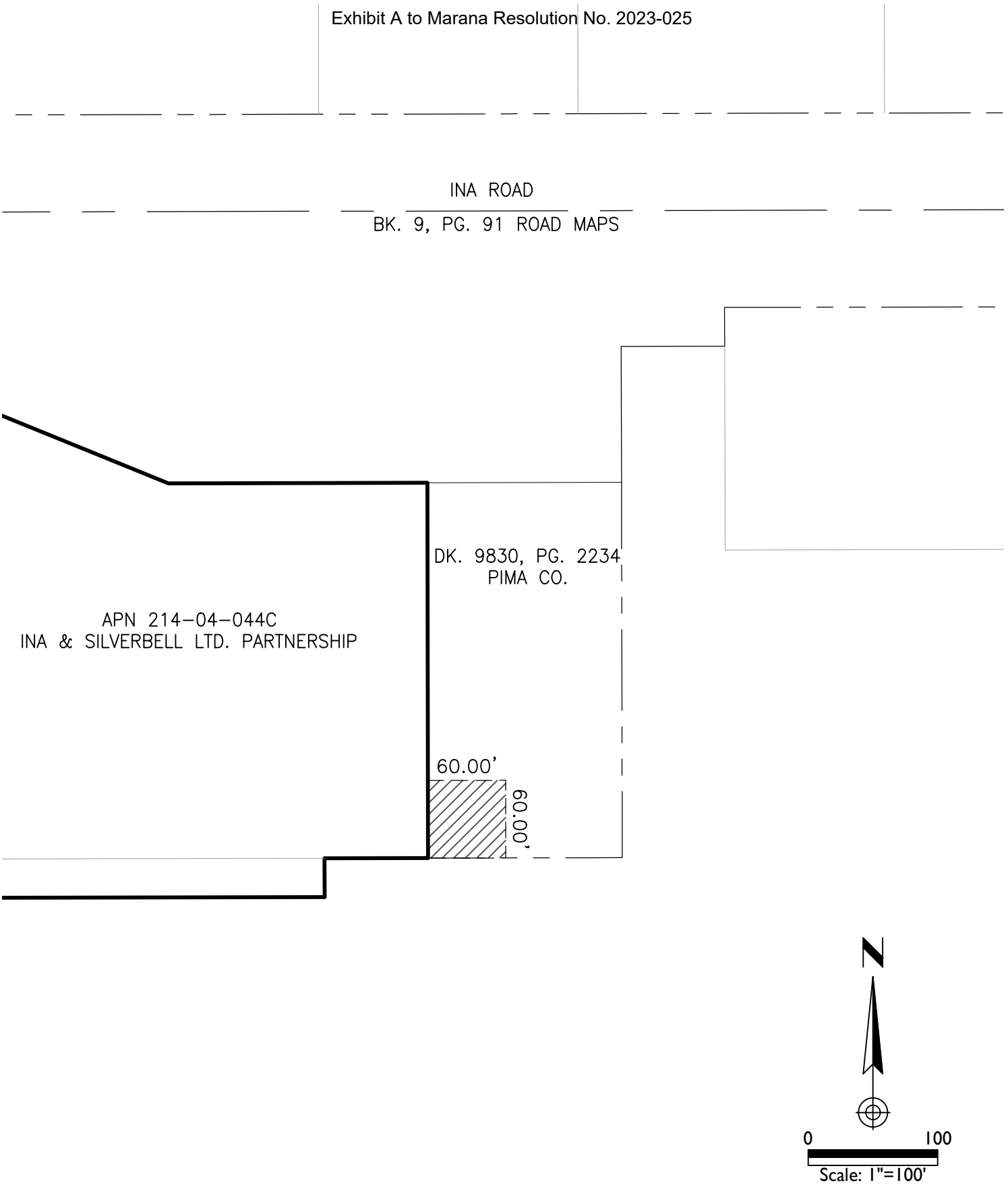
The West 60.00 feet of the South 60.00 feet of said parcel.

Said easement containing 3600 square feet of land, more or less.

See depiction of Exhibit A made a part hereof.

Prepared by:
EPS Group Inc.
May 10, 2022
Patrick McGarrity AZ RLS #49459





EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

LICENSED AREA

LOCATED WITHIN THE NE 1/4 OF SECTION 2, T-13-S, R-12-E, G&SRM, PIMA COUNTY, ARIZONA

DEPICTION OF EXHIBIT 'A'

Sheet No. 2 of 2

Job No. 21-1033

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EXHIBIT B
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TUCSON, IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

All that portion of Lots 1 and 2, of Section 2, Township 13 South, Range 12 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, being more particularly described as follows:

COMMENCING at the intersection of the South right-of-way of Ina Road, according to Book 9 of Road Maps, Page 91, records of Pima County, Arizona, and the East line of said Section 2, as they existed on October 14, 1981;

THENCE North 89 degrees 55 minutes 11 seconds West, along said right-of-way line, a distance of 58.08 feet;

THENCE continuing along said right-of-way line South 89 degrees 52 minutes 30 seconds West, a distance of 510 feet to the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 07 minutes 30 seconds East, a distance of 425 feet;

THENCE South 89 degrees 52 minutes 30 seconds West, a distance of 1613 feet to a point on the East right-of-way line of Silverbell Road, according to Book 3 of Road Maps, Page 10; records of Pima County, Arizona and as it existed on October 14, 1981;

THENCE Northwesterly along said East right-of-way line of said Silverbell Road, a distance of 574.55 feet to its intersection with the South right-of-way of said Ina Road;

THENCE North 89 degrees 52 minutes 30 seconds East, along said South right-of-way line of said Ina Road, a distance of 1999.65 feet to the TRUE POINT OF BEGINNING;

EXCEPT any portion thereof lying within Silverbell Road and Ina Road; and

EXCEPT any portion conveyed to Pima County by Deed recorded in Docket 7523, Page 1368; and

EXCEPT any portion lying within the property conveyed to the Town of Marana by Deed recorded in Docket 12329,Page 4865; and

EXCEPT any portion conveyed in Special Warranty Deed recorded May 09, 2017 in recording No. 20171290501.

PARCEL NO. 2:

All that portion of the North half of the Northeast quarter of Section 2, Township 13 South, Range 12 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, portion described as follows:

COMMENCING at the intersection of the South line of Ina Road as shown in Book 9 of Road Maps, Page 91, known as Road Proceeding No. 1004 and the East line of said Section 2;

EXHIBIT B
(Continued)

THENCE North 89 degrees 55 minutes 11 seconds West along the South line of said Ina Road, a distance of 58.08 feet;

THENCE South 89 degrees 52 minutes 30 seconds West, a distance of 510.00 feet;

THENCE South 00 degrees 07 minutes 30 seconds East, a distance of 425.00 feet;

THENCE South 89 degrees 52 minutes 30 seconds West, a distance of 230.00 feet to the POINT OF BEGINNING;

THENCE continuing South 89 degrees 52 minutes 30 seconds West, a distance of 1,323.00 feet;

THENCE South 00 degrees 07 minutes 30 seconds East, a distance of 30.00 feet;

THENCE North 89 degrees 52 minutes 30 seconds East, a distance of 1,323.00 feet;

THENCE North 00 degrees 07 minutes 30 seconds West, a distance of 30.00 feet to the POINT OF BEGINNING;

EXCEPT any portion lying within the property conveyed to the Town of Marana by Deed recorded in Docket 12329,Page 4865.

PARCEL NO. 3:

Easement for driveway purposes, passage of pedestrians, motor and delivery vehicles for access, ingress and egress over all Access Drives, roadways, walkways and use of facilities installed, by and pursuant to that certain “Declaration of Easements, Covenants, Conditions and Restrictions” recorded in Recording No. 20171170817, of Official Records of Pima County, Arizona.

Parcel Numbers: **214-04-044C & 042F**

Council-Regular Meeting **A4**

Meeting Date: 03/07/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: March 7, 2023

Strategic Plan Focus Area:
Vibrant Community, Healthy Lifestyles

Strategic Plan Focus Area Additional Info:
Focus Area: Vibrant Community
Strengthen the sense of place and create opportunities for community connections.
GOAL: PROVIDE A SAFE AND CONNECTED MULTI-MODAL TRANSPORTATION SYSTEM TO SUPPORT THE MOBILITY NEEDS OF PRESENT AND FUTURE RESIDENTS.

Focus Area: Healthy Lifestyles
Provide a variety of recreational, artistic, and cultural opportunities along with a flourishing natural environment to support healthy and active lifestyles.
GOAL: OFFER A WIDE VARIETY OF RECREATIONAL PROGRAMS AND AMENITIES FOR RESIDENTS OF ALL AGES AND ABILITIES.
STRATEGY: Enhance network of shared-use trails and pathways that provide non-vehicular modes of travel, including bicycling and walking.

Subject: Resolution No. 2023-026: Relating to Public Works; approving and authorizing the Town Manager to execute an acquisition agreement and all other documentation necessary for the purchase of property rights needed from CalPortland Company for the construction of Town of Marana Project No. PK023 Santa Cruz River Shared-Use Path at CalPortland (Jane Fairall)

Discussion:

The Town has completed the design of, and will construct, Town of Marana Project No. PK023, the Santa Cruz River Shared-Use Path at CalPortland (the “Project”), which, as part of a larger project, will extend the “Loop” system of interconnected shared use paths throughout Pima County, primarily along watercourses. CalPortland Company owns several parcels along the Santa Cruz River, as well as permanent easement rights over land owned by the Pima County Flood Control District, from which the Town needs to acquire a public right-of-way, partly in fee title and partly by permanent easement (the "necessary property rights").

CalPortland and the Town negotiated the attached Acquisition Agreement by which the Town will acquire the necessary property rights for the Project for $137,500.00, subject to the terms and conditions set forth in the agreement. In addition, the agreement calls for the Town to compensate CalPortland for a TEP easement that was made necessary by the Town's project, in the amount of $1,700.00.

The Town and CalPortland worked closely on the design plans for the shared-use path, in order to ensure that the design would accommodate CalPortland's ongoing operations. These accommodations include the following, as set forth in paragraph 18 of the agreement:

> a. The shared-use path will be grade separated from the Haul Road and Conveyor Belt, with the shared-use path below the Haul Road and Conveyor Belt, and canopies installed to prevent debris falling from the Haul Road and Conveyor Belt onto the shared-use path.
>
> b. The Project will include about one mile of eight-foot high chain link fencing in locations agreed upon by the parties with slats to minimize visibility behind the fence and topped with a coil of razor wire about two feet above the top of the chain link fencing for a total of at least ten feet of height.
>
> c. The Project will include about two-tenths of a mile of eight-foot high block wall in locations agreed upon by the parties, topped with a coil of razor wire about two feet above the top of the wall for a total of at least ten feet of height.

As a part of the acquisition agreement, CalPortland and the Town acknowledge that the Project will create a public right-of-way upon, over, under and adjacent to the Haul Road and Conveyor Belt used by CalPortland on a 24-hour per day, 365-day per year basis for inherently hazardous activities, including mining and heavy equipment operations. As such, CalPortland required that the Town grant it a broad indemnity, as described in paragraph 17 of the agreement, to protect CalPortland against claims by the Town, its agents, contractors and invitees, including the public, and that the Town construct the Project as described above to protect and separate the public from CalPortland's inherently hazardous activities.

Financial Impact:

Fiscal Year:	2023
Budgeted Y/N:	Y
Amount:	$144,889.69

The total amount includes the acquisition amounts, along with tax prorations and escrow and closing costs. There is existing budget capacity for this acquisition within the CIP budget for this project.

Staff Recommendation:

Staff recommends approval of the acquisition agreement.

Suggested Motion:

I move to adopt Resolution No. 2023-026, approving and authorizing the Town Manager to execute an acquisition agreement and all other documentation necessary for the purchase of property rights needed from CalPortland Company for the construction of the Shared-Use Path at CalPortland.

Attachments

Resolution No. 2023-026

Acquisition Agreement

MARANA RESOLUTION NO. 2023-026

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN ACQUISITION AGREEMENT AND ALL OTHER DOCUMENTATION NECESSARY FOR THE PURCHASE OF PROPERTY RIGHTS NEEDED FROM CALPORTLAND COMPANY FOR THE CONSTRUCTION OF TOWN OF MARANA PROJECT NO. PK023 SANTA CRUZ RIVER SHARED-USE PATH AT CALPORTLAND

WHEREAS the Town of Marana has completed the design of, and will construct, Town of Marana Project No. PK023 Santa Cruz River Shared-Use Path at CalPortland (the "Project"); and

WHEREAS the Town of Marana needs to acquire public right-of-way, partly in fee title and partly by permanent easement (the "Needed Property") from CalPortland Company ("CalPortland") to construct the improvements needed for the Project; and

WHEREAS Town staff has successfully negotiated an acquisition agreement with CalPortland for acquisition of the Needed Property; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the Acquisition Agreement in substantially the form provided in the agenda materials associated with this Council agenda item is hereby approved and the Town Manager is hereby authorized to execute it and to execute all other documentation necessary for the purchase of the Needed Property from CalPortland for the Project.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of March 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

When recorded, mail to:
Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653
Attn: Town Attorney

MARANA AZ
ENGINEERING SERVICES

ACQUISITION AGREEMENT

This Acquisition Agreement (the "Agreement") is made by and between **CALPORTLAND COMPANY**, a California corporation, formerly known as California Portland Cement Company, a California corporation, and successor by merger to Arizona Portland Cement Company, an Arizona corporation (the "Owner"), and the **TOWN OF MARANA**, an Arizona municipal corporation (the "Town"). The Owner and the Town are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

1. **The Property.** The Owner owns the land currently identified as Pima County Assessor's Parcel Numbers 216-12-009D, 216-12-009K, 216-14-0020, and 226-01-009N, all of which are collectively referred to in this Agreement as the "Property." The Owner also holds permanent easement rights over land owned by the Pima County Flood Control District and currently identified as Pima County Assessor's Parcel Numbers 216-14-001E & -001F, both of which are collectively referred to in this Agreement as the "PCFCD Parcels." The Property and the PCFCD Parcels are located in Sections 7 and 8, Township 12 South, Range 12 East, G&SRM.

2. **The Project.** The Town has completed the design of, and will construct, Town of Marana Project No. PK023 Santa Cruz River Shared-Use Path at CalPortland (the "Project"), which, as part of a larger project, will extend the "Loop" system of interconnected shared use paths throughout Pima County, primarily along watercourses.

3. **The Acquisition.** To construct the Project, the Town needs to acquire from the Property a public right-of-way, partly in fee title and partly by permanent easement, as set forth and described in the Special Warranty Deed of Dedication attached as Exhibit A (the "Dedication

Deed") and in the Deed of Easement attached as Exhibit B (the "Deed of Easement"). In addition, the Town needs to compensate the Owner for the adverse impacts of the Project, if any, on the value of the Owner's easement rights on the PCFCD Parcels. The public right-of-way to be granted to the Town as described in the Dedication Deed and the Deed of Easement and the Owner's easement rights on the PCFCD Parcels are sometimes collectively referred to in this Agreement as the "Takes." The public right-of-way to be granted in fee to the Town as described in the Dedication Deed is sometimes referred to in this Agreement as the "Fee Takes." The public right-of-way to be granted as an easement to the Town as described in the Deed of Easement and the Owner's easement rights on the PCFCD Parcel are sometimes collectively referred to in this Agreement as the "Easement Takes."

4. **The Compensation.** In lieu of court proceedings to acquire the Takes by eminent domain, the Owner agrees to sell and the Town agrees to acquire the Takes for the total sum of **$137,500.00** (the "Acquisition Amount"), subject to the terms and conditions set forth in this Agreement.

5. **Conveyancing Instruments.** Not later than ten days before Closing (as defined below), the Owner shall execute and deposit into Escrow (as defined below) the Dedication Deed and the Deed of Easement and the Town shall cause the Dedication Deed and the Deed of Easement to be fully executed on behalf of the Town and deposited into Escrow.

6. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, or vegetation located within the Fee Takes. Personal property may be removed prior to Closing. Nothing in this paragraph precludes the Owner, in Owner's sole and absolute discretion, from operating, maintaining, repairing, replacing or otherwise using, or suspending the use of, the existing haul road and conveyor belt located within the Easement Takes described in the Deed of Easement (the "Haul Road" and "Conveyor Belt"), which Haul Road and Conveyor Belt Owner will continue to own in fee following the consummation of the Takes and the Closing.

7. **Escrow and Prorations.** The Town shall pay the Acquisition Amount in full at Closing in immediately available funds. The date of Closing shall be used for proration of rents (if any), property taxes and other similar costs, to the extent they are affected by the Takes. An escrow for this transaction (the "Escrow") shall be established with Title Security Agency, LLC/First American Title (Rhonda Herrera), 1840 E. River Rd., Suite 200, Tucson, Arizona 85718 ("Escrow Agent"), and Escrow Agent is hereby employed by the parties to handle the Escrow. This Agreement shall constitute escrow instructions, and a fully executed copy or counterpart copies shall be deposited with Escrow Agent for this purpose. Should Escrow Agent require the execution of its standard form printed escrow instructions, the Owner and the Town agree to execute the same to the extent the same are not inconsistent with the terms of this Agreement and do not require the parties to release or indemnify the Escrow Agent for its negligence, willful misconduct or failure to abide by the terms of any escrow instructions; however, such instructions shall be construed as applying only to Escrow Agent's employment, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control. In no event shall the parties be required to execute any printed escrow instructions that purport to exculpate Escrow Agent from its own negligent conduct, willful misconduct, breach of written instructions, or bad faith acts.

8. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts against the Property ("Lienholders"), up to and including the total amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders by Escrow Agent from the closing proceeds, but only if such Lienholder's interest appears of record and is reflected in a Commitment for Title Insurance issued by Escrow Agent and delivered to the Owner prior to the Closing. The Owner shall obtain from its Lienholders (if any) releases for transfer of the Takes.

9. **Possession and Closing.** Possession of the Takes shall be given to the Town at the date of closing of the Escrow ("Closing"). Closing shall occur on or before the later of (a) 15 days after the date this Agreement is fully executed on behalf of the Parties or (b) 15 days after receipt of all necessary releases or consents from any Lienholder.

10. **AS IS, WHERE IS.** Other than any express warranty contained in the Dedication Deed or the Deed of Easement, the Owner makes no other or further representations and/or warranties of any sort whatsoever with respect to the real property or easement rights to be granted to the Town as part of the Takes or with respect to the fee title property affected by the easement granted under the Deed of Easement to be retained by the Owner (collectively, the "Owner Parcels"), or with respect to any adjacent property. Other than any express warranty contained in the Dedication Deed or the Deed of Easement, the Town is relying entirely on the Town's own investigations and examinations as to the physical condition and every other aspect of the Owner Parcels and the PCFCD Parcels, including without limitation, the structural integrity of any improvements, conformity to past, current or future zoning or building code requirements, the real property tax assessment history of the Owner Parcels and the PCFCD Parcels and the possibility and scope of future re-assessments thereof, 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, and every other matter affecting the stability or integrity of the Owner Parcels and the PCFCD Parcels. The Town acknowledges and agrees that it alone has the sole responsibility for determining the existence or nonexistence of any fact material to the Town's decision to consummate the Takes and accept the Dedication Deed and Deed of Easement. The Town acknowledges that the Town is consummating the Takes and accepting the Dedication Deed and Deed of Easement on an **"AS-IS, WHERE-IS"** basis, without any implied warranties, and the Town is completely at risk with respect to all attributes and conditions, latent or otherwise, of the Owner Parcels and the PCFCD Parcels. The Owner does not warrant the Owner Parcels or the PCFCD Parcels to be free from defects and the Town expressly accepts the possibility of such defects. By executing this Agreement, the Town hereby gives the Owner, as a material inducement for the Owner to enter into this Agreement, a full release of any and all claims or causes of action the Town may have now or in the future based upon the condition of the Owner Parcels or the PCFCD Parcels and all other matters pertaining to the Owner Parcels and the PCFCD Parcels, except those arising from any express warranties contained in the Dedication Deed or the Deed of Easement. Such release applies to claims or causes or action arising at common law, under statute, or otherwise, whether sounding in contract or in tort.

11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction.

12. **Closing Costs.** The Town shall pay all expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and the Town's owner's title insurance policy.

13. **Right of Entry.** This Agreement grants the Town, its employees, agents, and consultants, the right to enter the Takes (except for the Haul Road and Conveyor Belt) for inspection only effective as of the date this Agreement is signed on behalf of the Owner. At Closing, this right of entry will be replaced by the Takes. This right of entry terminates in 20 days if Closing has not yet occurred.

14. **No Sale.** The Owner shall not sell or encumber the Takes prior to Closing. Nothing in this Agreement limits Owner's ability to mortgage the fee title parcel through which the easement to be granted to the Town upon execution and delivery of the Deed of Easement runs.

15. **Conflict of Interest.** This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by government entities for certain conflicts of interest.

16. **Hazardous Activities Acknowledgment and Representations.** The Parties acknowledge that the Project will create a public right-of-way upon, over, under and adjacent to the Haul Road and Conveyor Belt and other lands and improvements used by Owner on a 24-hour per day, 365-day per year basis for inherently hazardous activities, including mining and heavy equipment operations. The Owner is entering into this Agreement in reliance on the Town's representations and warranties hereby made that (i) the Town will grant the Owner a broad indemnity, as described in this Agreement, to protect the Owner against claims by the Town, its agents, contractors and invitees, including the public and (ii) the Town will construct the Project upon, over, under and adjacent to the Haul Road and Conveyor Belt and other lands and improvements used by Owner in accordance with Standards, as defined below, that protect and separate the public from the Owner's inherently hazardous activities.

17. **Indemnity.** The Town shall indemnify, save and hold harmless, and defend the Owner and the Owner Parties (as defined below) from and against any claims, loss, cost, liability, expense or damage (including, without limitation, reasonable attorneys' fees) arising out of or in connection with: (i) the design, construction, operation, use (by any person or entity, including the general public), maintenance, repair and/or replacement of the Project, any other portion of the Santa Cruz River Shared Use Path, or any portion of the Owner Parcels as a public right-of-way or for any other purpose; and (ii) the Town's breach of any of its covenants, representations or warranties set forth in this Agreement. The Owner shall endeavor to give the Town written notice of the Town's obligation to indemnify the Owner within 30 days of the Owner's receipt of a claim or action against which the Owner is entitled to indemnity from the Town pursuant to this paragraph, but the giving of any such notice shall not be a condition to the Town's obligations under this paragraph. Notwithstanding the foregoing, the Town shall not indemnify the Owner for any damages, liability, or claims resulting from the willful misconduct of the Owner. All representations and warranties of the Town contained in this Agreement and the Town's Indemnity Obligations (as defined below) shall survive the Closing perpetually. As used herein, "Owner Parties" means Owner and Owner's shareholders, officers, directors, agents and contractors. The obligations and liabilities of the Town under this paragraph are collectively referred to as the "Town's Indemnity Obligations."

18. **Design and Construction Standards.** The Town has designed and will construct the Project with the following design and construction standards and security features, some of which are more particularly described in Exhibit C attached to and incorporated by this reference in this Agreement, and all of which (collectively, the "Standards") are included in the final Town-approved design plans and construction drawings for the Project consisting of 66 sheets, prepared by PSOMAS, captioned "Santa Cruz River Shared-Use Path at CalPortland", being Town of Marana Project No. PK023 (the "Final Plans"):

    a. The shared use path will be grade separated from the Haul Road and Conveyor Belt, with the shared use path below the Haul Road and Conveyor Belt, and canopies installed to prevent debris falling from the Haul Road and Conveyor Belt onto the shared use path.

    b. The Project will include about one mile of eight foot high chain link fencing in locations depicted on Exhibit C with slats to minimize visibility behind the fence and topped with a coil of razor wire about two feet above the top of the chain link fencing for a total of at least ten feet of height.

    c. The Project will include about two-tenths of a mile of eight foot high block wall in locations depicted on Exhibit C, topped with a coil of razor wire about two feet above the top of the wall for a total of at least ten feet of height.

    The Town represents, warrants and covenants to Owner that: (i) the Standards will continue to be followed and adhered to with respect to any future maintenance, repair or replacement of all or any portion of the Project; (ii) in connection with the design, construction, repair, maintenance and replacement of the Project or any portion thereof, neither the Town nor any of its employees or contractors (nor the subcontractors or material suppliers of the Town's contractors) will interrupt or interfere with the use by Owner of the Haul Road or Conveyor Belt; (iii) except as affected by Force Majeure Delays (as defined below), construction of the Project shall be commenced no later than June 1, 2023, completed no later than June 1, 2025, and diligently pursued to completion; and (iv) the Town shall cause the Project to be constructed in strict accordance with the Final Plans. As used herein, "Force Majeure Delays" means delays, not to exceed a cumulative period of 180 days, in the commencement or construction of the Project caused by events beyond the reasonable control of the Town, financial inability excepted, provided that notice of any event claimed as a Force Majeure Delay must be given by the Town to the Owner within fifteen (15) days after such event first occurred. In the event of any inconsistencies between the Final Plans and the Standards, the Final Plans shall control and prevail.

19. **Perpetual Reservation of Rights.** The Dedication Deed and Deed of Easement shall include a perpetual reservation of easement and perpetual rights granted by the Town to the Owner allowing the Owner access to the Owner Parcels and portions of the Project adjacent to the Owner Parcels and the right of the Owner to temporarily suspend use of the Project as a shared use path on the Owner Parcels and portions of the Project adjacent to the Owner Parcels for purposes of installing and using a crane or other necessary equipment to service, repair or replace the Haul Road and Conveyor Belt or components thereof. The reserved easement and granted rights as described in this paragraph are collectively referred to as the "Reserved/Granted Rights."

20. **Town Responsibility for Effects.** The Town, at no cost to the Owner, shall be solely responsible for any environmental, watershed, drainage, erosion and storm water controls and/or permits that may become necessary by reason of the construction of the Project and the existence and use of the Project as a shared use path. The Town's obligations under this paragraph shall survive Closing perpetually and shall be referred to as the "Town Responsibility for Effects."

21. **Use Restriction.** The Takes are subject to a perpetual use restriction prohibiting the use of either of the Takes for any purpose other than a public shared use path as described in Paragraph 2 above (the "Use Restriction"). The Use Restriction will be included in the Dedication Deed and in the Deed of Easement, will constitute a covenant running with the land and an equitable servitude for the benefit of Owner and its successors and assigns, and will be enforceable by Owner and its successors and assigns through all remedies allowed at law or in equity, including injunction and specific performance. The provisions of this paragraph shall survive Closing.

22. **TEP Easement.** By instrument dated May 23, 2022 and recorded in the Office of the Pima County Recorder on May 24, 2022 at Sequence No. 20221440428, the Owner granted to Tucson Electric Power Company, an Arizona corporation, its successors and assigns, a perpetual non-exclusive easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers, concrete pads, risers, poles, anchors, guy wires and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for communication facilities of other entities, in, over, under, across and along a portion of the Property (the "TEP Easement"). The Owner granted the TEP Easement at the request of the Town to accommodate the Project. The Town agrees to compensate the Owner for the TEP Easement and the Owner agrees to accept compensation for the TEP Easement in the total sum of **$1,700.00** (the "TEP Easement Amount"). The Town shall pay the TEP Easement Amount, in addition to the Acquisition Amount, in full at Closing in immediately available funds.

23. **Entire Agreement.** This signed document shall constitute the entire Agreement among the Parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by the Parties. The performance of this Agreement by the Town up to and including Closing constitutes the entire consideration by the Town, including just compensation for the Takes and severance damages to any remainder property, and shall relieve the Town of all further obligation or claims relating to the Property or the Takes, except for any obligations and liabilities of the Town which are expressly stated in this Agreement to survive Closing.

24. **Exhibits.** Any exhibit attached to this Agreement and referenced herein shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.

25. **Compromise and Settlement.** The Acquisition Amount is the Town's appraiser's determination of just compensation and market value. The Parties acknowledge that the Acquisition Amount was agreed upon through compromise and settlement to avoid litigation.

26. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery, recognized overnight courier service, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to the Owner, the Town and Escrow Agent at the addresses set forth below or at such other address as a party may designate by notice similarly given. Notice shall be deemed given and received on the date on which the notice is actually received, whether notice is given by personal delivery, overnight courier or by mail.

{Remainder of page intentionally left blank}

If to the Owner:

CalPortland Company
2025 East Financial Way, Suite 200
Glendora, California 91741-4692
Attn: General Counsel

With a copy to:

Lewis Roca Rothgerber Christie LLP
One South Church Avenue, Suite 2000
Tucson, Arizona 85701
Attn: Lewis D. Schorr

If to the Town:

Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653
Attn: Town Manager

With a copy to:

Town of Marana
11555 West Civic Center Drive, A3
Marana, Arizona 85653
Attn: Town Attorney

If to Escrow Agent:

Title Security Agency, LLC/First American Title
1840 E. River Rd., Suite 200
Tucson, AZ 85718
Attn: Rhonda Herrera

{Signatures appear on following page}

IN WITNESS WHEREOF, the Parties have executed this instrument as of the last signature date below.

The "TOWN":
TOWN OF MARANA, an Arizona municipal corporation

By:_____
Terry S. Rozema, Town Manager
(Per Marana Resolution No. 2022-____)

Date:_____

APPROVED AS TO CONTENT:

By:_____
Fausto Burruel, Public Works Director

APPROVED AS TO FORM:

_____
Marana Town Attorney

The "OWNER":
CALPORTLAND COMPANY, a California corporation

By:_____

Name:_____

Title:_____

Date:_____

STATE OF)
) ss.
County of)

On _____, before me, _____ personally appeared TERRY S. ROZEMA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

[SEAL]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature:_____ (Seal)

LIST OF EXHIBITS

Exhibit A Form of Dedication Deed

Exhibit B Form of Deed of Easement

Exhibit C Graphics showing Standards

EXHIBIT A

Dedication Deed

[see attached]

When recorded, mail to:
Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653
Attn: Town Attorney

SPECIAL WARRANTY DEED OF DEDICATION

Exempt: A.R.S. § 11-1134 (A) (3)

CALPORTLAND COMPANY, a California corporation, formerly known as California Portland Cement Company, a California corporation, and successor by merger to Arizona Portland Cement Company, an Arizona corporation ("GRANTOR" or "OWNER"), for TEN DOLLARS and other valuable consideration, does hereby convey and dedicate to the TOWN OF MARANA, an Arizona municipal corporation ("GRANTEE" or "TOWN"), the following described real property located in Marana, Pima County, Arizona (the "Property"):

> SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED TO THIS INSTRUMENT AS EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE

RESERVING TO GRANTOR the Reserved/Granted Rights, as defined in that certain Acquisition Agreement dated _____, 2022, between the Town and Owner, approved by the Town pursuant to Town Resolution 2022-_____, a copy of which can be obtained through the office of the Town's Clerk and which is to be recorded in the Official Records of Pima County, Arizona substantially concurrent with the recordation of this Deed (the "Acquisition Agreement").

SUBJECT TO: All taxes and assessments; patent reservations; all existing encumbrances, rights of way, covenants, conditions, restrictions, servitudes, liens, reservations, easements, declarations or other matters of record or to which reference is made in the public records; any and all matters which an accurate survey and physical inspection of the Property would reveal; zoning and other restrictions, reservations, prohibitions, regulations and requirements imposed by governmental authorities; and any matters created by or with the written consent of Grantee or arising as a result of work performed by or other activities of the Grantee regarding the Property.

FURTHER SUBJECT TO the Town's Indemnity Obligations, as defined in the Acquisition Agreement.

FURTHER SUBJECT TO the Town's Responsibility for Effects, as defined in the Acquisition Agreement.

FURTHER SUBJECT TO the Use Restriction, as defined in the Acquisition Agreement.

Notwithstanding any warranty which may be implied from the use of any word, phrase or clause herein, Grantor does not warrant title to the Property other than to warrant and defend the title against all acts of Grantor and no other, except for the matters above set forth.

By its execution below, the Town agrees to and re-affirms the Reserved/Granted Rights, the Town's Indemnity Obligations, the Town's Responsibility for Effects and the Use Restriction.

{Signature appears on following page}

DATED _____, 2022.

"GRANTOR"/"OWNER"
CALPORTLAND COMPANY, a California corporation

By:_____

Name:_____

Title:_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____,
[*Date]* *[Here Insert Name and Title of the Officer]*
personally appeared _____
[*Name(s) of Signer(s)]*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal Above

"GRANTEE"/"TOWN"
TOWN OF MARANA, AN ARIZONA MUNICIPAL CORPORATION

By:_____
Terry S. Rozema, Town Manager (per Marana Resolution No.2022-_____)

Date:_____

STATE OF _____)
) ss.
County of _____)

On _____, before me, _____ personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

[SEAL]

ACCEPTED AND APPROVED BY THE TOWN OF MARANA:

Fausto Burruel, Public Works Director

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

EXHIBIT “A”

Legal Description and Depiction of Property

PSOMAS

333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

July 26, 2019
Psomas #7TMA150110

EXHIBIT A
LEGAL DESCRIPTION

A portion of the Arizona Portland Cement Co. parcel as described in Docket 6 at Page 266, Records of Pima County, Arizona, located in the northeast one-quarter of Section 7, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona, described as follows:

COMMENCING at the north one-quarter corner of said Section 7, monumented by a 1-1/2" pipe tagged "RLS 58427", from which a 2" Brass Cap at the center one-quarter corner of said Section 7 bears South 0°39'09" East (basis of bearing for this legal description) a distance of 2640.61 feet;

THENCE upon the west line of said northeast one-quarter, South 0°39'09" East a distance of 550.63 feet to the centerline of a proposed multi-use trail;

THENCE upon said centerline, South 63°16'34" East a distance of 484.64 feet to the **POINT OF BEGINNING**, being the south line of the Pima County Flood Control parcel as recorded in Docket 4111 at Page 123 and Docket 4151 at Page 38;

THENCE upon the south line of said Pima County Flood Control parcel, South 79°54'01" East a distance of 115.35 feet;

THENCE South 63°16'34" East a distance of 875.92 feet to the west line of said Pima County Flood Control parcel;

THENCE upon said west line South 0°40'40" East a distance of 45.06 feet;

THENCE North 63°16'34" West a distance of 1030.63 to the south line of said Pima County Flood Control parcel;

THENCE upon said south line, South 79°54'01" East a distance of 24.47 feet to the **POINT OF BEGINNING**, containing an area of 0.88 acres, more or less.



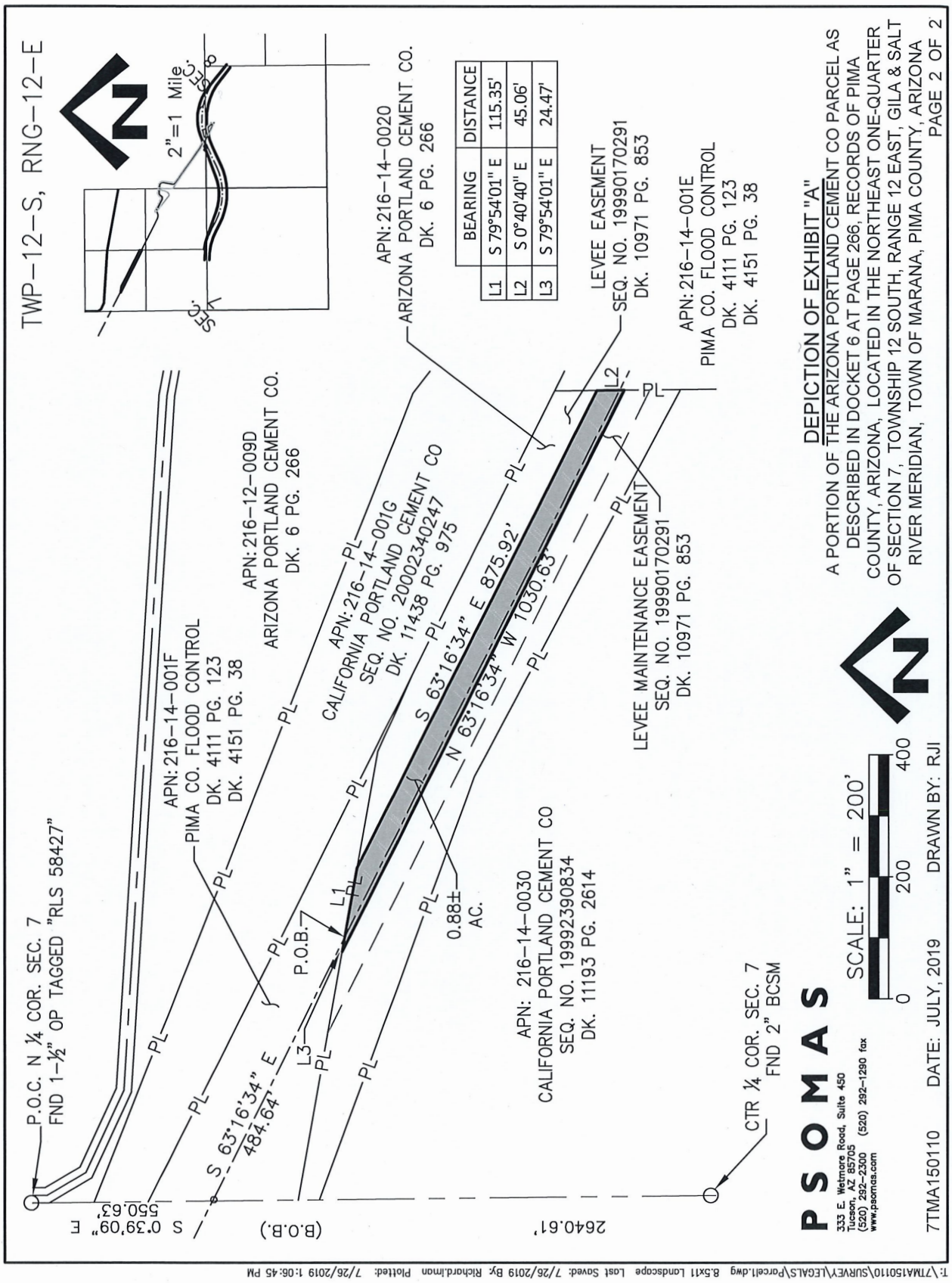
See Depiction of Exhibit A attached hereto and made a part hereof.

Prepared by:

Psomas,

Richard Iman, AZ. R.L.S. 68764

T:\7TMA150110\SURVEY\LEGALS\Parcel1.docx


TWP–12–S, RNG–12–E
2"=1 Mile
SEC. 6
SEC. 7
P.O.C. N ¼ COR. SEC. 7
FND 1–½" OP TAGGED "RLS 58427"
S 0°39'09" E
550.63'
(B.O.B.)
2640.61'
CTR ¼ COR. SEC. 7
FND 2" BCSM
APN: 216–14–001F
PIMA CO. FLOOD CONTROL
DK. 4111 PG. 123
DK. 4151 PG. 38
APN: 216–12–009D
ARIZONA PORTLAND CEMENT CO.
DK. 6 PG. 266
APN: 216–14–001G
CALIFORNIA PORTLAND CEMENT CO
SEQ. NO. 20002340247
DK. 11438 PG. 975
APN: 216–14–0020
ARIZONA PORTLAND CEMENT CO.
DK. 6 PG. 266
APN: 216–14–0030
CALIFORNIA PORTLAND CEMENT CO
SEQ. NO. 19992390834
DK. 11193 PG. 2614
LEVEE EASEMENT
SEQ. NO. 19990170291
DK. 10971 PG. 853
LEVEE MAINTENANCE EASEMENT
SEQ. NO. 19990170291
DK. 10971 PG. 853
APN: 216–14–001E
PIMA CO. FLOOD CONTROL
DK. 4111 PG. 123
DK. 4151 PG. 38
P.O.B.
S 63°16'34" E
484.64'
S 63°16'34" E 875.92'
N 63°16'34" W 1030.63'
0.88±
AC.
L1
L2
L3
PL
BEARING | DISTANCE
L1 | S 79°54'01" E | 115.35'
L2 | S 0°40'40" E | 45.06'
L3 | S 79°54'01" E | 24.47'
DEPICTION OF EXHIBIT "A"
A PORTION OF THE ARIZONA PORTLAND CEMENT CO PARCEL AS DESCRIBED IN DOCKET 6 AT PAGE 266, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA
PAGE 2 OF 2
SCALE: 1" = 200'
0 200 400
DRAWN BY: RJI
DATE: JULY, 2019
7TMA150110
PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292–2300 (520) 292–1290 fax
www.psomas.com
T:\7TMA150110\SURVEY\LEGALS\Parcel1.dwg 8.5x11 Landscape Last Saved: 7/26/2019 By: Richard.Iman Plotted: 7/26/2019 1:06:45 PM

PSOMAS

333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

July 26, 2019
Psomas #7TMA150110

EXHIBIT A
LEGAL DESCRIPTION

A portion of the Arizona Portland Cement Co. parcel as described in Docket 6 at Page 266, Records of Pima County, Arizona, located in the northeast one-quarter of Section 7, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona, described as follows:

COMMENCING at the east one-quarter corner of said Section 7, monumented by a 2" aluminum cap stamped "RLS 14145", from which a railroad spike at the northeast corner of said Section 7 bears North 0°42'11" West (basis of bearing for this legal description) a distance of 2641.22 feet;

THENCE upon the east line of said northeast one-quarter, North 0°42'11" West a distance of 1010.49 feet to the centerline of a proposed multi-use trail;

THENCE upon said centerline, North 84°24'55" West a distance of 23.03 feet to the **POINT OF BEGINNING**;

THENCE South 7°08'04" West a distance of 48.02 feet to a point of curvature of a non-tangent curve concave to the west, a radial line of said curve through said point having a bearing of South 84°24'55" East;

THENCE upon the arc of said curve, to the right, having a radius of 250.00 feet and a central angle of 34°02'31" for an arc distance of 148.54 feet to a point of compound curvature of a tangent curve concave to the northwest;

THENCE upon the arc of said curve, to the right, having a radius of 70.00 feet and a central angle of 60°35'57" for an arc distance of 74.04 feet to the north line of the Pima County Flood Control parcel as recorded in Docket 4111 at Page 123 and Docket 4151 at Page 38;

THENCE upon said north line, North 51°42'07" West a distance of 354.15 feet;

THENCE North 8°39'17" East a distance of 57.11 feet;

THENCE South 63°40'53" East a distance of 227.90 feet to a point of curvature of a tangent curve concave to the north;

THENCE upon the arc of said curve, to the left, having a radius of 28.00 feet and a central angle of 81°21'02" for an arc length of 39.76 feet;

PSOMAS

333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

THENCE North 34°58'05" East a distance of 17.60 feet to a point of curvature of a tangent curve concave to the southeast;

THENCE upon the arc of said curve, to the right, having a radius of 108.00 feet and a central angle of 60°37'00" for an arc length of 114.26 feet;

THENCE South 84°24'55" East a distance of 53.40 feet;

THENCE South 7°08'04" West a distance of 32.01 feet to the **POINT OF BEGINNING**, containing an area of 1.27 acres, more or less.

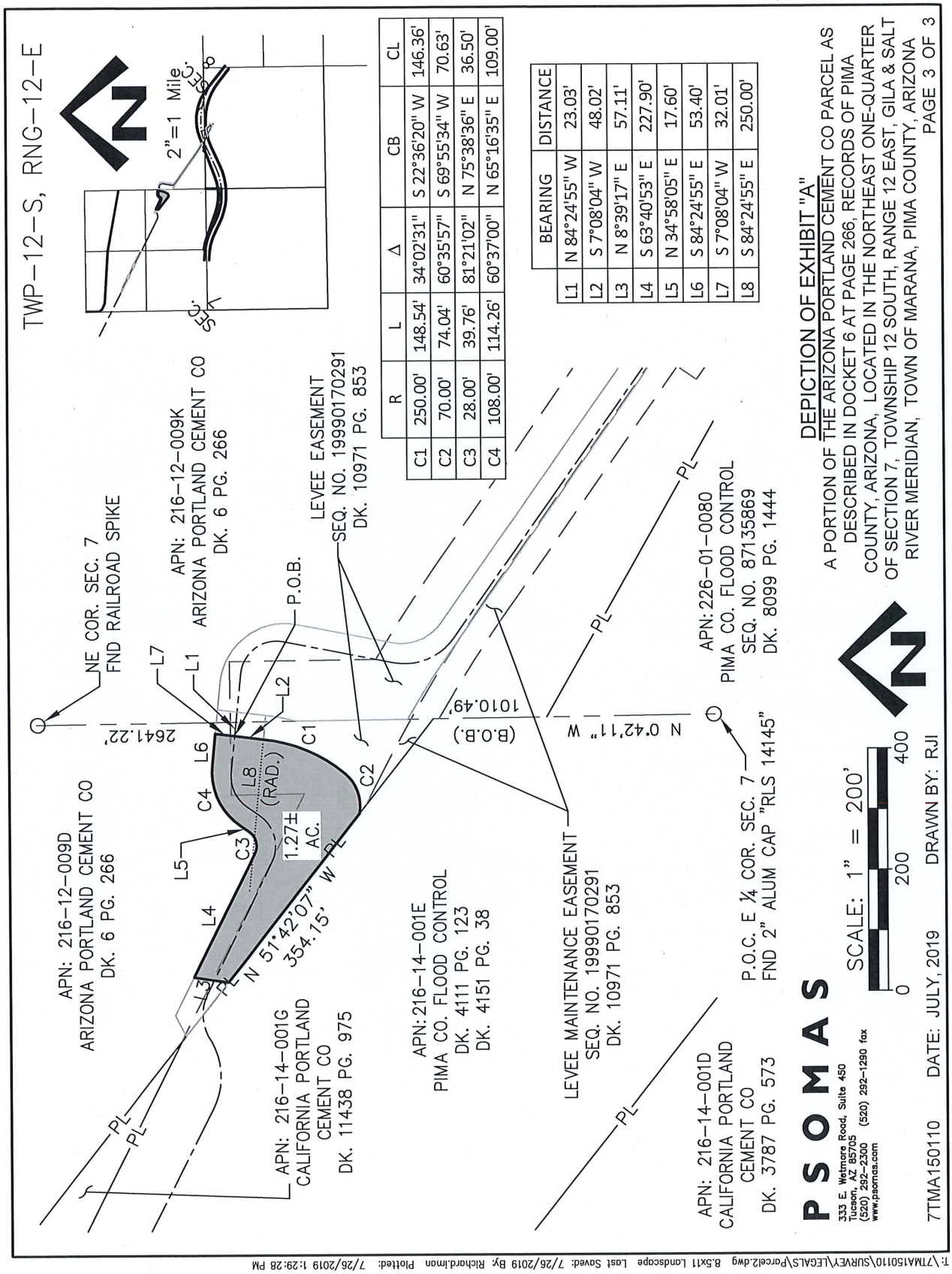
See Depiction of Exhibit A attached hereto and made a part hereof.



Prepared by:

Psomas,

Richard Iman, AZ. R.L.S. 68764


TWP–12–S, RNG–12–E
2"=1 Mile
S.R. 84
S.R. 86
NE COR. SEC. 7
FND RAILROAD SPIKE
APN: 216–12–009K
ARIZONA PORTLAND CEMENT CO
DK. 6 PG. 266
APN: 216–12–009D
ARIZONA PORTLAND CEMENT CO
DK. 6 PG. 266
APN: 216–14–001G
CALIFORNIA PORTLAND
CEMENT CO
DK. 11438 PG. 975
APN: 216–14–001E
PIMA CO. FLOOD CONTROL
DK. 4111 PG. 123
DK. 4151 PG. 38
APN: 216–14–001D
CALIFORNIA PORTLAND
CEMENT CO
DK. 3787 PG. 573
APN: 226–01–0080
PIMA CO. FLOOD CONTROL
SEQ. NO. 87135869
DK. 8099 PG. 1444
LEVEE EASEMENT
SEQ. NO. 19990170291
DK. 10971 PG. 853
LEVEE MAINTENANCE EASEMENT
SEQ. NO. 19990170291
DK. 10971 PG. 853
P.O.B.
P.O.C. E ¼ COR. SEC. 7
FND 2" ALUM CAP "RLS 14145"
2641.22'
N 0°42'11" W
1010.49'
(B.O.B.)
N 51°42'07" W
354.15'
1.27± AC.
(RAD.)
PL
L1
L2
L3
L4
L5
L6
L7
L8
C1
C2
C3
C4
R L Δ CB CL
C1 250.00' 148.54' 34°02'31" S 22°36'20" W 146.36'
C2 70.00' 74.04' 60°35'57" S 69°55'34" W 70.63'
C3 28.00' 39.76' 81°21'02" N 75°38'36" E 36.50'
C4 108.00' 114.26' 60°37'00" N 65°16'35" E 109.00'
BEARING DISTANCE
L1 N 84°24'55" W 23.03'
L2 S 7°08'04" W 48.02'
L3 N 8°39'17" E 57.11'
L4 S 63°40'53" E 227.90'
L5 N 34°58'05" E 17.60'
L6 S 84°24'55" E 53.40'
L7 S 7°08'04" W 32.01'
L8 S 84°24'55" E 250.00'
DEPICTION OF EXHIBIT "A"
A PORTION OF THE ARIZONA PORTLAND CEMENT CO PARCEL AS DESCRIBED IN DOCKET 6 AT PAGE 266, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA
PAGE 3 OF 3
PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292–2300 (520) 292–1290 fax
www.psomas.com
SCALE: 1" = 200'
0 200 400
7TMA150110 DATE: JULY, 2019 DRAWN BY: RJI
T:\7TMA150110\SURVEY\EGALS\Parcel2.dwg 8.5x11 Landscape Last Saved: 7/26/2019 By: Richard.Iman Plotted: 7/26/2019 1:29:28 PM

PSOMAS

333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

July 26, 2019
Psomas #7TMA150110

EXHIBIT A
LEGAL DESCRIPTION

A portion of the Arizona Portland Cement Co. parcel as described in Docket 6 at Page 266, Records of Pima County, Arizona, located in the northwest one-quarter of Section 8, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona, described as follows:

COMMENCING at the west one-quarter corner of said Section 8, monumented by a 2" aluminum cap stamped "RLS 14145", from which a railroad spike at the northwest corner of said Section 8 bears North 0°42'11" West (basis of bearing for this legal description) a distance of 2641.22 feet;

THENCE upon the west line of said northwest one-quarter, North 0°42'11" West a distance of 725.46 feet to the **POINT OF BEGINNING**;

THENCE continuing upon said west line, North 0°42'11" West a distance of 184.59 feet to a point of curvature of a non-tangent curve concave to the west, a radial line of said curve through said point having a bearing of South 74°07'05" East;

THENCE upon the arc of said curve, to the left, having a radius of 290.00 feet and a central angle of 10°17'50" for an arc distance of 52.12 feet;

THENCE North 7°08'04" East a distance of 80.03 feet;

THENCE South 84°24'55" East a distance of 44.54 feet to a point of curvature of a tangent curve concave to the southwest;

THENCE upon the arc of said curve, to the right, having a radius of 108.00 feet and a central angle of 95°23'41" for an arc length of 179.82 feet;

THENCE South 10°58'45" West a distance of 161.18 feet to a point of curvature of a tangent curve concave to the east;

THENCE upon the arc of said curve, to the left, having a radius of 80.00 feet and a central angle of 65°45'11" for an arc length of 91.81 feet;

THENCE South 54°46'26" East a distance of 559.47 feet;

THENCE South 55°03'26" East a distance of 326.42 feet;

PSOMAS

333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

THENCE South 58°17'23" East a distance of 87.05 feet;

THENCE South 61°01'24" East a distance of 68.18 feet to the north right-of-way of Avra Valley Road as recorded in Docket 11031 at Page 675;

THENCE upon said north right-of-way, South 69°18'05" West a distance of 54.58 feet;

THENCE North 58°17'23" West a distance of 122.98 feet;

THENCE North 55°03'26" West a distance of 327.64 feet;

THENCE North 54°46'26" West a distance of 603.44 feet to a point of curvature of a tangent curve concave to the southwest;

THENCE upon the arc of said curve, to the left, having a radius of 1200.00 feet and a central angle of 5°39'24" for an arc length of 118.48 feet to the **POINT OF BEGINNING**, containing an area of 2.07 acres, more or less.

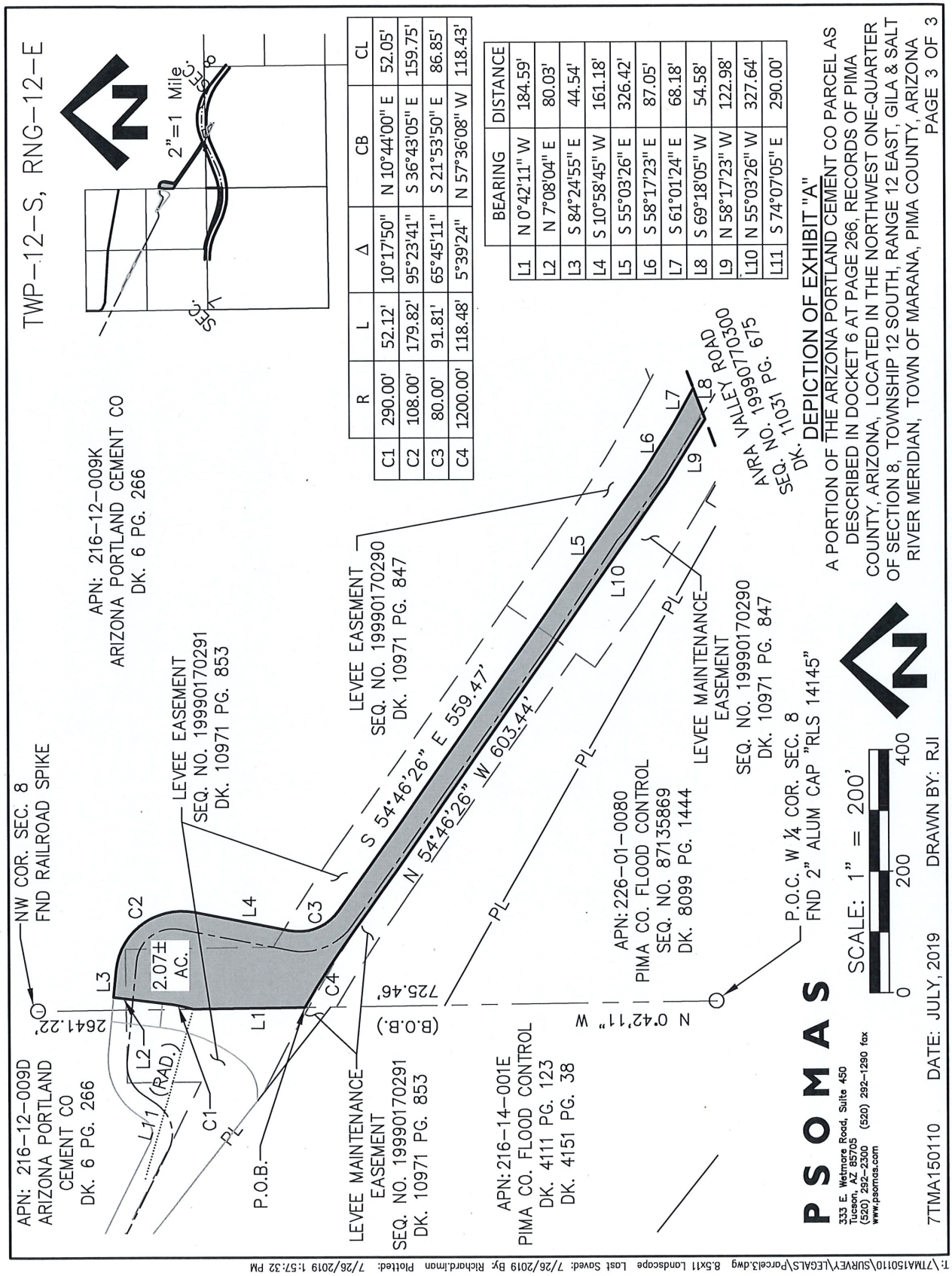


See Depiction of Exhibit A attached hereto and made a part hereof.

Prepared by:

Psomas,

Richard Iman, AZ. R.L.S. 68764



	R	L	Δ	CB	CL
C1	290.00'	52.12'	10°17'50"	N 10°44'00" E	52.05'
C2	108.00'	179.82'	95°23'41"	S 36°43'05" E	159.75'
C3	80.00'	91.81'	65°45'11"	S 21°53'50" E	86.85'
C4	1200.00'	118.48'	5°39'24"	N 57°36'08" W	118.43'

	BEARING	DISTANCE
L1	N 0°42'11" W	184.59'
L2	N 7°08'04" E	80.03'
L3	S 84°24'55" E	44.54'
L4	S 10°58'45" W	161.18'
L5	S 55°03'26" E	326.42'
L6	S 58°17'23" E	87.05'
L7	S 61°01'24" E	68.18'
L8	S 69°18'05" W	54.58'
L9	N 58°17'23" W	122.98'
L10	N 55°03'26" W	327.64'
L11	S 74°07'05" E	290.00'

PSOMAS

333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

September 6, 2022
Psomas #7TMA150110

EXHIBIT A
LEGAL DESCRIPTION

A portion of the California Portland Cement Co. parcel as described in Docket 11193 at Page 2618, Records of Pima County, Arizona, located in the southwest one-quarter of Section 8, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona, described as follows:

COMMENCING at the west one-quarter corner of said Section 8, monumented by a 2" aluminum cap stamped "RLS 14145", from which a 1-1/2" lead cap stamped "LS 1144" at the center one-quarter corner of said Section 8 bears North 89°12'47" East (basis of bearing for this legal description) a distance of 2637.56 feet;

THENCE upon the north line of said southwest one-quarter, North 89°12'47" East a distance of 1052.50 feet to the centerline of a proposed multi-use trail

THENCE upon said centerline, South 61°19'10" East a distance of 115.64 feet to the **POINT OF BEGINNING** being a point upon the arc of a non-tangent curve of the south right-of-way of Avra Valley Road as recorded in Book 6 of Road Maps at Page 43, said curve being concave to the south, a radial line of said curve through said point having a bearing of North 13°46'58" West;

THENCE upon the arc of said curve, to the right, having a radius of 1382.40 feet and a central angle of 7°26'00" for an arc distance of 179.35 feet;

THENCE South 42°07'05" East a distance of 130.61 feet;

THENCE South 27°26'13" West a distance of 61.19 feet;

THENCE North 65°49'11" West a distance of 107.14 feet;

THENCE North 66°37'01" West a distance of 70.19 feet;

THENCE North 62°32'12" West a distance of 97.42 feet to a point upon the arc of a non-tangent curve of said south right-of-way, said curve being concave to the south, a radial line of said curve through said point having a bearing of North 14°19'39" West;

PSOMAS

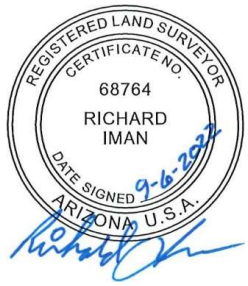
333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

THENCE upon the arc of said curve, to the right, having a radius of 1382.40 feet and a central angle of 0°32'41" for an arc length of 13.14 feet to the **POINT OF BEGINNING**, containing an area of 0.46 acres, more or less.

See Depiction of Exhibit A attached hereto and made a part hereof.

Prepared by:

Psomas,



Richard Iman, AZ. R.L.S. 68764

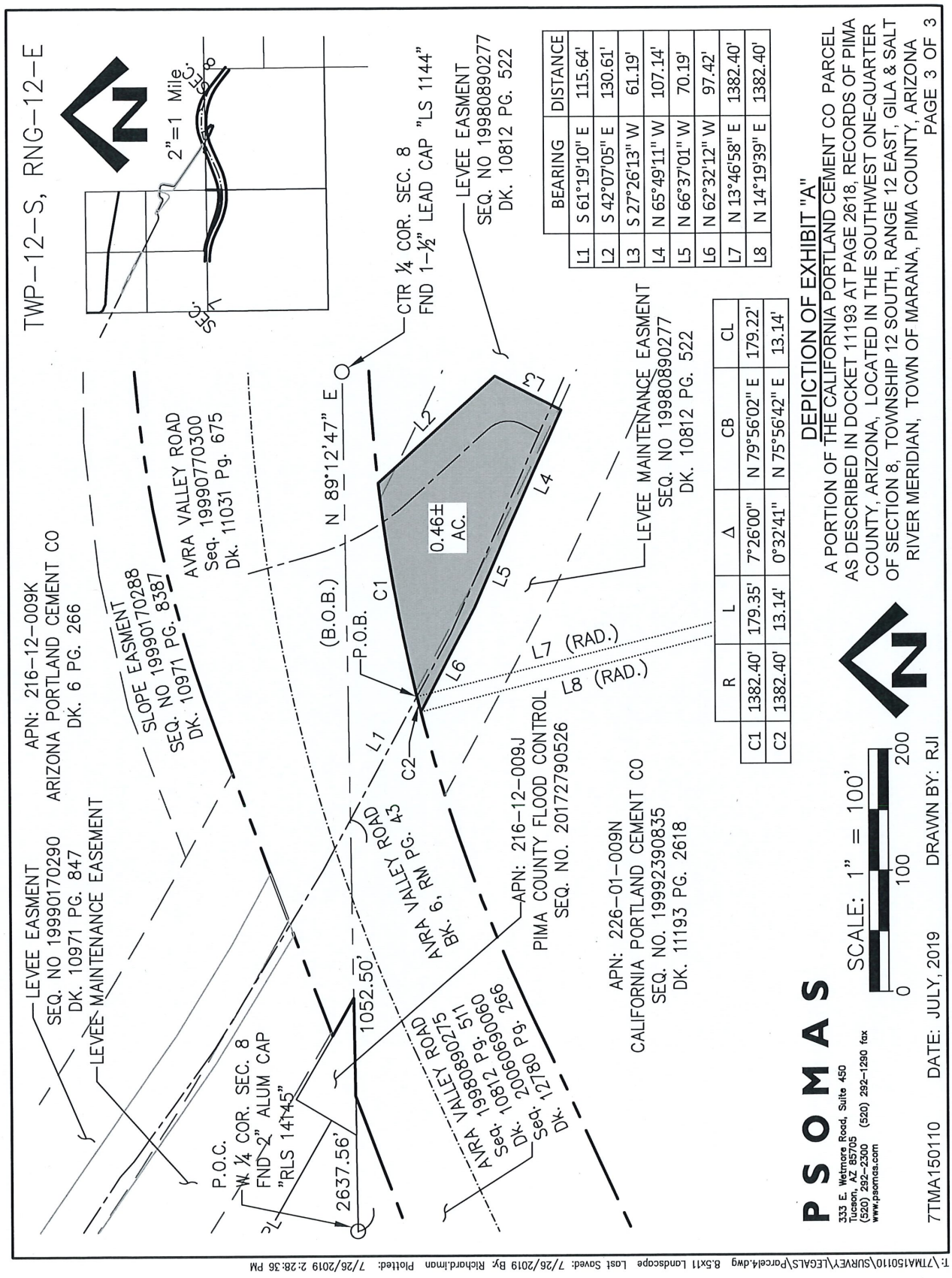

TWP–12–S, RNG–12–E
2"=1 Mile
SEC.
SEC. 8
SEC. 16
DEPICTION OF EXHIBIT "A"
A PORTION OF THE CALIFORNIA PORTLAND CEMENT CO PARCEL AS DESCRIBED IN DOCKET 11193 AT PAGE 2618, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA
PAGE 3 OF 3
APN: 216–12–009K
ARIZONA PORTLAND CEMENT CO
DK. 6 PG. 266
LEVEE EASMENT
SEQ. NO 19990170290
DK. 10971 PG. 847
LEVEE MAINTENANCE EASEMENT
SLOPE EASEMENT
SEQ. NO 19990170288
DK. 10971 PG. 8387
AVRA VALLEY ROAD
Seq. 19990770300
Dk. 11031 Pg. 675
CTR ¼ COR. SEC. 8
FND 1–½" LEAD CAP "LS 1144"
N 89°12'47" E
(B.O.B.)
P.O.B.
C1
C2
L1
L2
L3
L4
L5
L6
L7 (RAD.)
L8 (RAD.)
0.46± AC.
LEVEE EASEMENT
SEQ. NO 19980890277
DK. 10812 PG. 522
LEVEE MAINTENANCE EASEMENT
SEQ. NO 19980890277
DK. 10812 PG. 522
APN: 216–12–009J
PIMA COUNTY FLOOD CONTROL
SEQ. NO. 20172790526
APN: 226–01–009N
CALIFORNIA PORTLAND CEMENT CO
SEQ. NO. 19992390835
DK. 11193 PG. 2618
AVRA VALLEY ROAD
BK. 6, RM PG. 43
AVRA VALLEY ROAD
Seq. 19980890275
Dk. 10812 Pg. 511
Seq. 20060690060
Dk. 12780 Pg. 266
P.O.C.
W ¼ COR. SEC. 8
FND 2" ALUM CAP
"RLS 14745"
2637.56'
1052.50'
BEARING | DISTANCE
L1 S 61°19'10" E | 115.64'
L2 S 42°07'05" E | 130.61'
L3 S 27°26'13" W | 61.19'
L4 N 65°49'11" W | 107.14'
L5 N 66°37'01" W | 70.19'
L6 N 62°32'12" W | 97.42'
L7 N 13°46'58" E | 1382.40'
L8 N 14°19'39" E | 1382.40'
R | L | Δ | CB | CL
C1 | 1382.40' | 179.35' | 7°26'00" | N 79°56'02" E | 179.22'
C2 | 1382.40' | 13.14' | 0°32'41" | N 75°56'42" E | 13.14'
PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292–2300 (520) 292–1290 fax
www.psomas.com
SCALE: 1" = 100'
0 100 200
7TMA150110 DATE: JULY, 2019 DRAWN BY: RJI
T:\7TMA150110\SURVEY\EGALS\Parcel4.dwg 8.5x11 Landscape Last Saved: 7/26/2019 By: Richard.Iman Plotted: 7/26/2019 2:28:36 PM

EXHIBIT B

Deed of Easement

[see attached]

When recorded, mail to:
Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653
Attn: Town Attorney

DEED OF EASEMENT

CALPORTLAND COMPANY, a California corporation, formerly known as California Portland Cement Company, a California corporation, and successor by merger to Arizona Portland Cement Company, an Arizona corporation ("GRANTOR" or "OWNER"), for TEN DOLLARS and other valuable consideration, does hereby grant a permanent public easement (the "Easement") to the TOWN OF MARANA, an Arizona municipal corporation ("GRANTEE" or "TOWN"), over, under and through the following described real property located in Marana, Pima County, Arizona (the "Property"), which Easement shall be used only for the design, construction, repair, maintenance, replacement, and use of the Project as a public use path, as more particularly described in that certain Acquisition Agreement dated _____, 2022, between Town and Owner, approved by the Town pursuant to Town Resolution 2022-_____, a copy of which can be obtained through the office of the Town's Clerk and an original of which has been recorded in the Official Records of Pima County, Arizona substantially concurrent with the recordation of this Deed of Easement (the "Acquisition Agreement"):

> SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED TO THIS INSTRUMENT AS EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE

RESERVING TO GRANTOR the Reserved/Granted Rights (as defined in the Acquisition Agreement).

SUBJECT TO: All taxes and assessments; patent reservations; all existing encumbrances, rights of way, covenants, conditions, restrictions, servitudes, liens, reservations, easements, declarations or other matters of record or to which reference is made in the public records; any and all matters which an accurate survey and physical inspection of the Property would reveal; zoning and other restrictions, reservations, prohibitions, regulations and requirements imposed by governmental authorities; and any matters created by or with

the written consent of Grantee or arising as a result of work performed by or other activities of the Grantee regarding the Property.

FURTHER SUBJECT TO the Town's Indemnity Obligations (as defined in the Acquisition Agreement).

FURTHER SUBJECT TO the Town's Responsibility for Effects (as defined in the Acquisition Agreement).

FURTHER SUBJECT TO the Use Restriction (as defined in the Acquisition Agreement).

All capitalized terms used in this Deed of Easement which are not defined herein shall have the meanings ascribed to them in the Acquisition Agreement.

By its execution below, the Town hereby agrees to and reaffirms the Reserved/Granted Rights, the Town's Indemnity Obligations, the Town's Responsibility for Effects and the Use Restriction.

Notwithstanding any warranty which may be implied from the use of any word, phrase or clause herein, Grantor does not warrant title to the Property other than to warrant and defend the title against all acts of Grantor and no other, except for the matters above set forth.

{Signature appears on following page}

DATED _____, 2022.

"GRANTOR"
CALPORTLAND COMPANY, a California corporation

By:_____

Name:_____

Title:_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____,
[*Date*] *[Here Insert Name and Title of the Officer]*
personally appeared _____
[*Name(s) of Signer(s)]*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal Above

"GRANTEE"/"TOWN"
TOWN OF MARANA, AN ARIZONA MUNICIPAL CORPORATION

By:_____
Terry S. Rozema, Town Manager (per Marana Resolution No.2022-_____)

Date:_____

STATE OF _____)
) ss.
County of _____)

On _____, before me, _____ personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

[SEAL]

ACCEPTED AND APPROVED BY THE TOWN OF MARANA:

Fausto Burruel, Public Works Director

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

EXHIBIT “A”

Legal Description and Depiction of Property

PSOMAS

333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

July 26, 2019
Psomas #7TMA150110

EXHIBIT A
LEGAL DESCRIPTION

A portion of the Arizona Portland Cement Co. parcel as described in Docket 6 at Page 266, Records of Pima County, Arizona, located in the northeast one-quarter of Section 7, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona, described as follows:

COMMENCING at the east one-quarter corner of said Section 7, monumented by a 2" aluminum cap stamped "RLS 14145", from which a railroad spike at the northeast corner of said Section 7 bears North 0°42'11" West (basis of bearing for this legal description) a distance of 2641.22 feet;

THENCE upon the east line of said northeast one-quarter, North 0°42'11" West a distance of 1010.49 feet to the centerline of a proposed multi-use trail;

THENCE upon said centerline for the following five courses:

1. North 84°24'55" West a distance of 84.92 feet to a point of curvature of a tangent curve concave to the southeast
2. upon the arc of said curve, to the left, having a radius of 60.00 feet and a central angle of 60°3700" for an arc length of 63.48 feet
3. South 34°58'05" West a distance of 26.95 feet to a point of curvature of a tangent curve concave to the north
4. upon the arc of said curve, to the right, having a radius of 60.00 feet and a central angle of 81°21'02" for an arc length of 85.19 feet
5. North 63°40'53" West a distance of 217.71 feet to the **POINT OF BEGINNING**;

THENCE South 8°39'17" West a distance of 23.53 feet to the north line of the Pima County Flood Control parcel as recorded in Docket 4111 at Page 123 and Docket 4151 at Page 38;

THENCE upon said north line, North 51°42'07" West a distance of 112.21 feet;

THENCE North 61°29'50" East a distance of 38.08 feet;

THENCE South 63°40'53" East a distance of 70.50 feet

PSOMAS

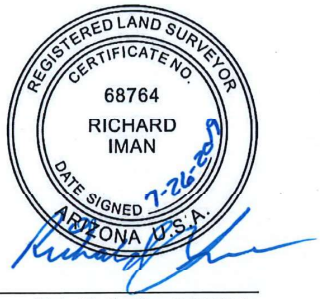
333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

THENCE South 8°39'17" West a distance of 33.58 feet to the **POINT OF BEGINNING**, containing an area of 0.09 acres, more or less.

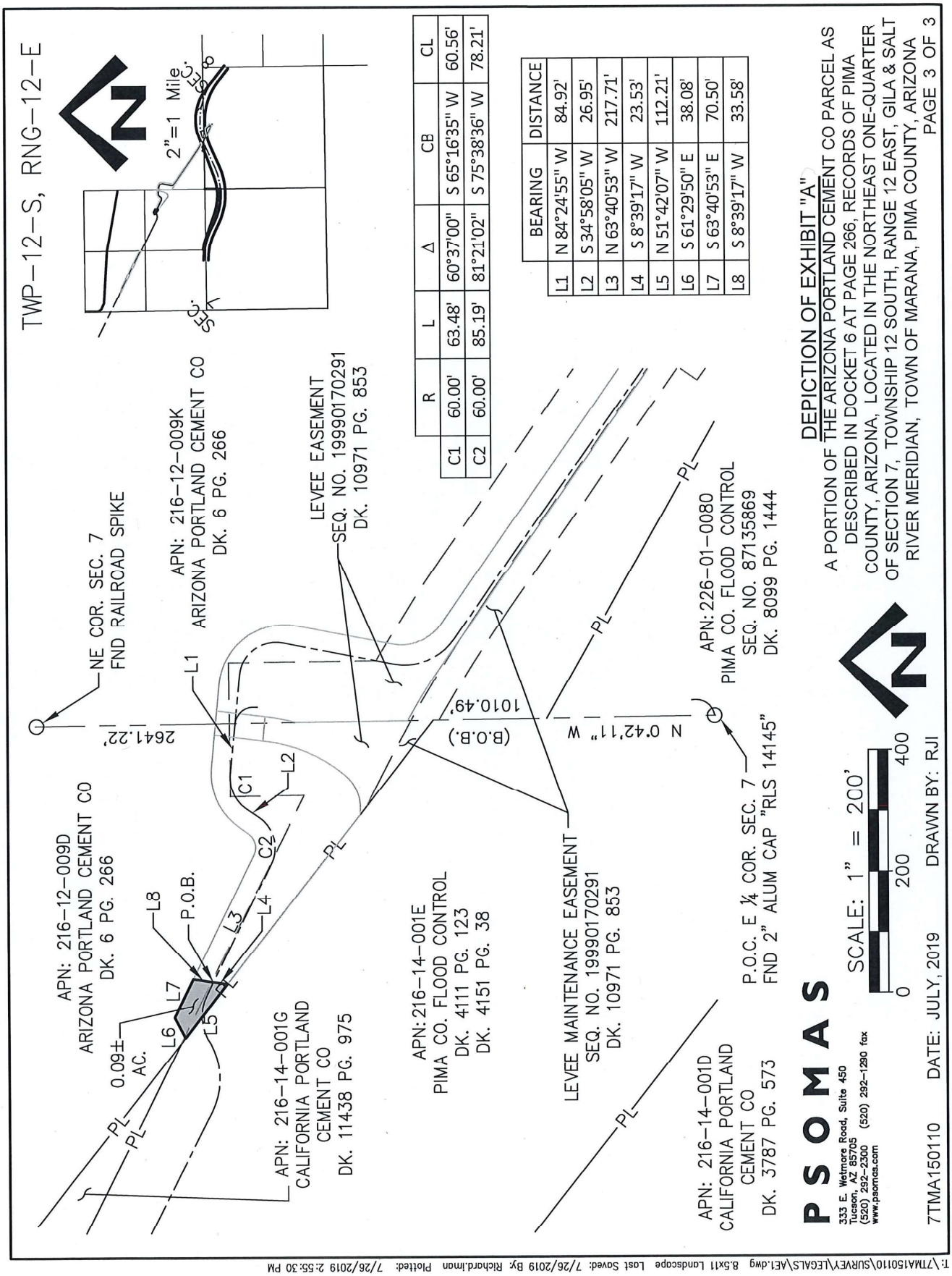
See Depiction of Exhibit A attached hereto and made a part hereof.

Prepared by:

Psomas,



Richard Iman, AZ. R.L.S. 68764



	R	L	Δ	CB	CL
C1	60.00'	63.48'	60°37'00"	S 65°16'35" W	60.56'
C2	60.00'	85.19'	81°21'02"	S 75°38'36" W	78.21'

	BEARING	DISTANCE
L1	N 84°24'55" W	84.92'
L2	S 34°58'05" W	26.95'
L3	N 63°40'53" W	217.71'
L4	S 8°39'17" W	23.53'
L5	N 51°42'07" W	112.21'
L6	S 61°29'50" E	38.08'
L7	S 63°40'53" E	70.50'
L8	S 8°39'17" W	33.58'

T:\7TMA150110\SURVEY\LEGALS\AE1.dwg 8.5x11 Landscape Last Saved: 7/26/2019 By: Richard.Iman Plotted: 7/26/2019 2:55:30 PM

PSOMAS

333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

July 26, 2019
Psomas #7TMA150110

EXHIBIT A
LEGAL DESCRIPTION

A portion of the Arizona Portland Cement Co. parcel as described in Docket 6 at Page 266, Records of Pima County, Arizona, located in the northeast one-quarter of Section 7 and the northwest one-quarter of Section 8, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona, described as follows:

COMMENCING at the east one-quarter corner of said Section 7, monumented by a 2" aluminum cap stamped "RLS 14145", from which a railroad spike at the northeast corner of said Section 7 bears North 0°42'11" West (basis of bearing for this legal description) a distance of 2641.22 feet;

THENCE upon the east line of said northeast one-quarter, North 0°42'11" West a distance of 960.20 feet to the **POINT OF BEGINNING**;

THENCE North 84°24'55" West a distance of 29.62 feet;

THENCE North 7°08'04" East a distance of 80.03 feet;

THENCE South 84°24'55" East a distance of 40.00 feet;

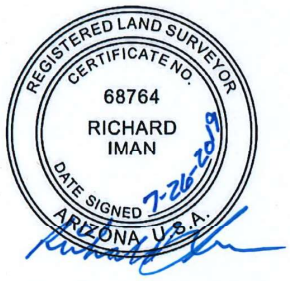
THENCE South 7°08'04" West a distance of 80.03 feet;

THENCE North 84°24'55" West a distance of 10.38 feet to the **POINT OF BEGINNING**, containing an area of 0.07 acres, more or less.

See Depiction of Exhibit A attached hereto and made a part hereof.

Prepared by:

Psomas,



Richard Iman, AZ. R.L.S. 68764

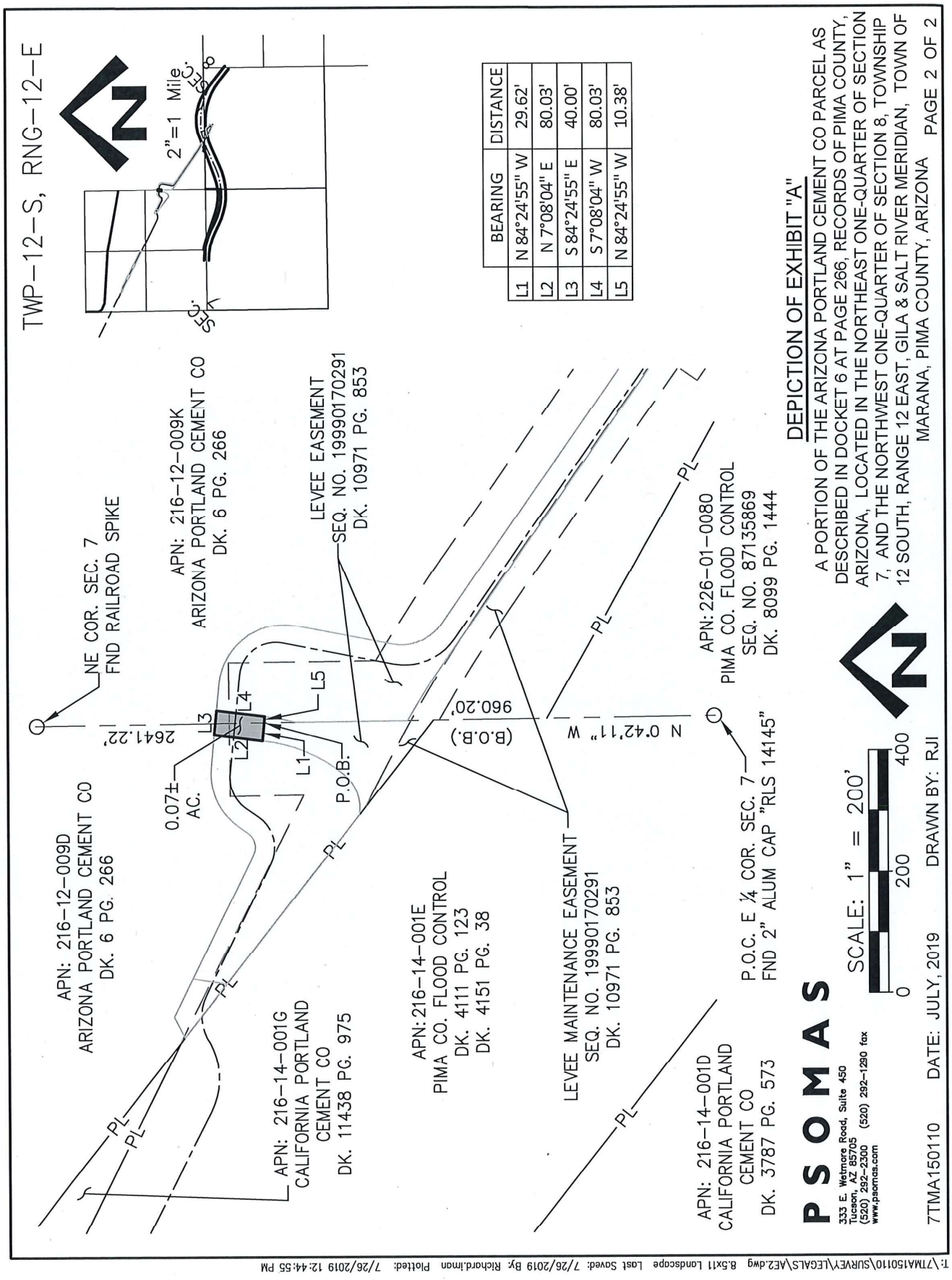
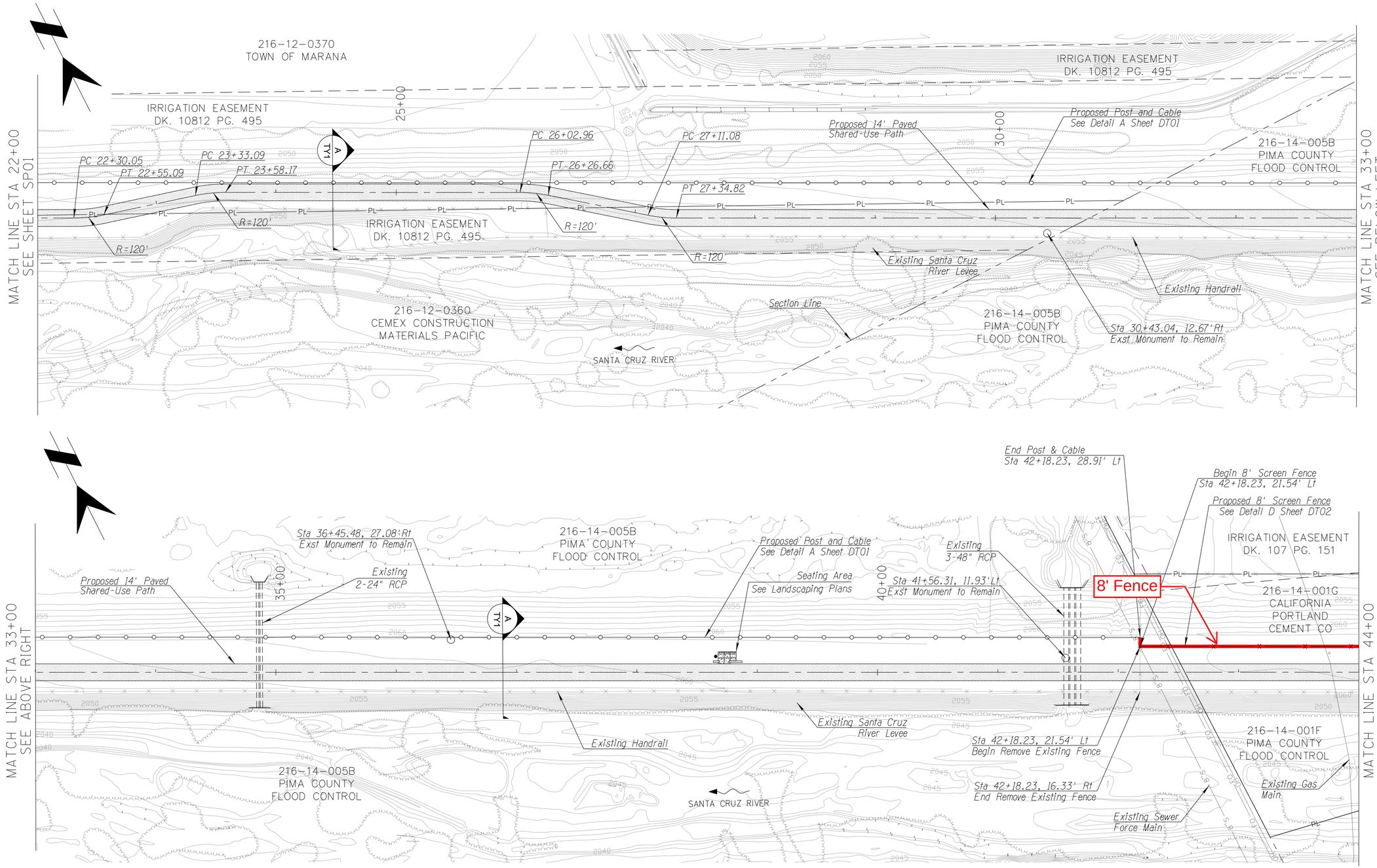

TWP–12–S, RNG–12–E
2"=1 Mile
SEC. 7
SEC. 8
NE COR. SEC. 7
FND RAILROAD SPIKE
APN: 216–12–009K
ARIZONA PORTLAND CEMENT CO
DK. 6 PG. 266
LEVEE EASEMENT
SEQ. NO. 19990170291
DK. 10971 PG. 853
APN: 216–12–009D
ARIZONA PORTLAND CEMENT CO
DK. 6 PG. 266
2641.22'
0.07±
AC.
L1
L2
L3
L4
L5
P.O.B.
960.20'
(B.O.B.)
N 0°42'11" W
APN: 216–14–001G
CALIFORNIA PORTLAND
CEMENT CO
DK. 11438 PG. 975
APN: 216–14–001E
PIMA CO. FLOOD CONTROL
DK. 4111 PG. 123
DK. 4151 PG. 38
LEVEE MAINTENANCE EASEMENT
SEQ. NO. 19990170291
DK. 10971 PG. 853
P.O.C. E ¼ COR. SEC. 7
FND 2" ALUM CAP "RLS 14145"
APN: 226–01–0080
PIMA CO. FLOOD CONTROL
SEQ. NO. 87135869
DK. 8099 PG. 1444
APN: 216–14–001D
CALIFORNIA PORTLAND
CEMENT CO
DK. 3787 PG. 573
PL
BEARING | DISTANCE
L1 | N 84°24'55" W | 29.62'
L2 | N 7°08'04" E | 80.03'
L3 | S 84°24'55" E | 40.00'
L4 | S 7°08'04" W | 80.03'
L5 | N 84°24'55" W | 10.38'
DEPICTION OF EXHIBIT "A"
A PORTION OF THE ARIZONA PORTLAND CEMENT CO PARCEL AS DESCRIBED IN DOCKET 6 AT PAGE 266, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 7, AND THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA
PAGE 2 OF 2
SCALE: 1" = 200'
0 200 400
DRAWN BY: RJI
DATE: JULY, 2019
7TMA150110
PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292–2300 (520) 292–1290 fax
www.psomas.com
T:\7TMA150110\SURVEY\LEGALS\AE2.dwg 8.5x11 Landscape Last Saved: 7/26/2019 By: Richard.Iman Plotted: 7/26/2019 12:44:55 PM

EXHIBIT C

Standards

The Standards consist of 12 sheets, being sheets 6, 16-20, and 26-31 of the Final Plans. The Standards are also physically attached as Exhibit C to a duplicate original of the Acquisition Agreement, a copy of which can be obtained through the Office of the Town's Clerk.



Notes:

1. New Shared Use Path pavement to be placed on existing grade unless otherwise shown.
2. Field verify and relocate existing monuments by direction of the Surveyor/Engineer.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

		DATE
DESIGNED:	CR	03/21
DRAWN:	CR / RC	03/21
CHECKED:	KL	03/21
PROJ. ENG.:	KL	03/21

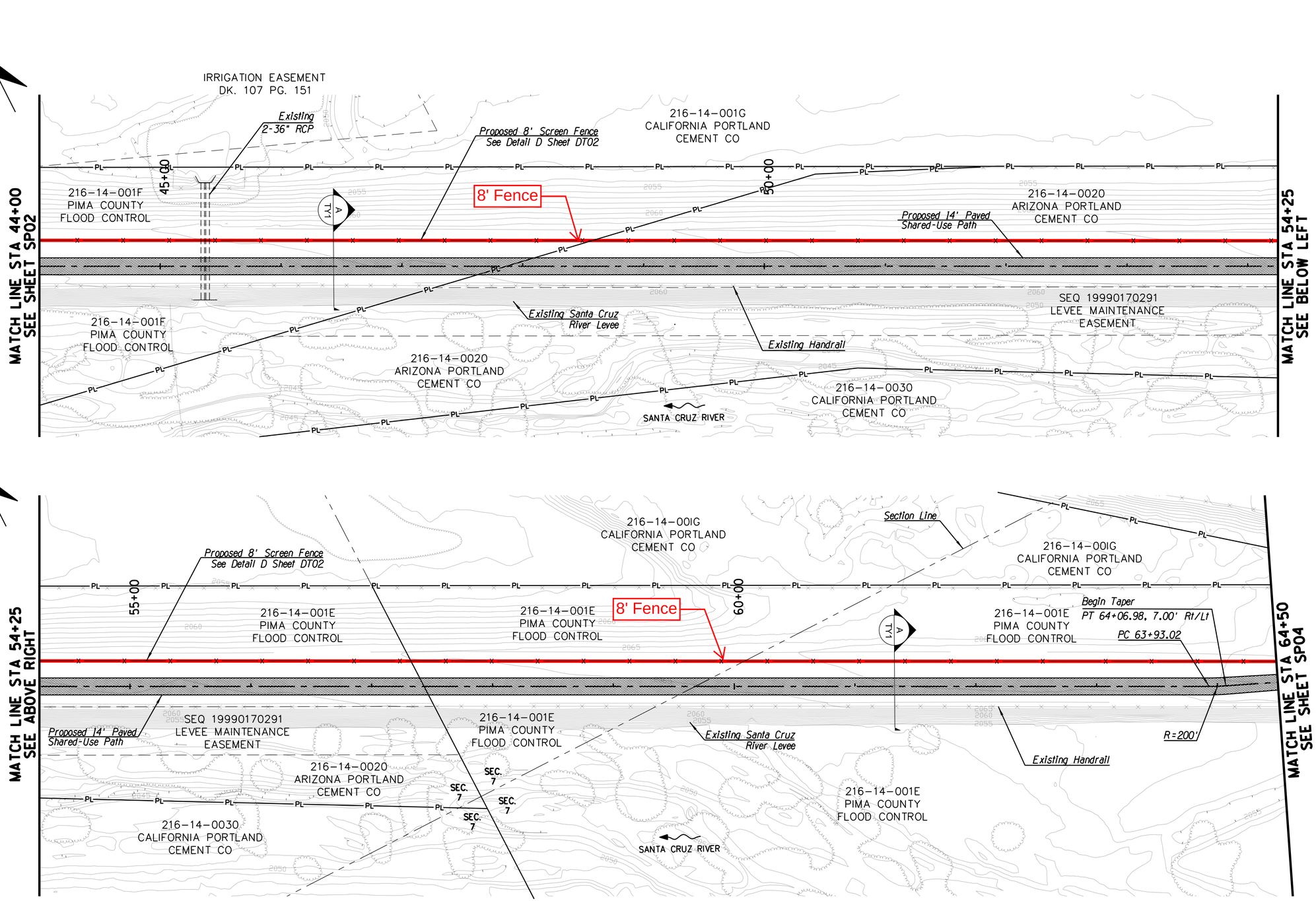
100% PRELIMINARY NOT FOR CONSTRUCTION

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

TOWN OF MARANA – PROJECT NO. PK023

SHARED-USE PATH PLANS
FOR
SANTA CRUZ RIVER
SHARED-USE PATH

SCALES:	HORIZ. 1"=40'	SHEET SP02 OF SP08	PAGE 16 OF 66
	VERT. N/A		



Notes:

1. *New Shared Use Path pavement to be placed on existing grade unless otherwise shown.*
2. *Field verify and relocate existing monuments by direction of the Surveyor/Engineer.*

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602) 263-1100

DATE		
03/21	DESIGNED:	CR
03/21	DRAWN:	CR / RC
03/21	CHECKED:	KL
03/21	PROJ. ENGR.:	KL

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

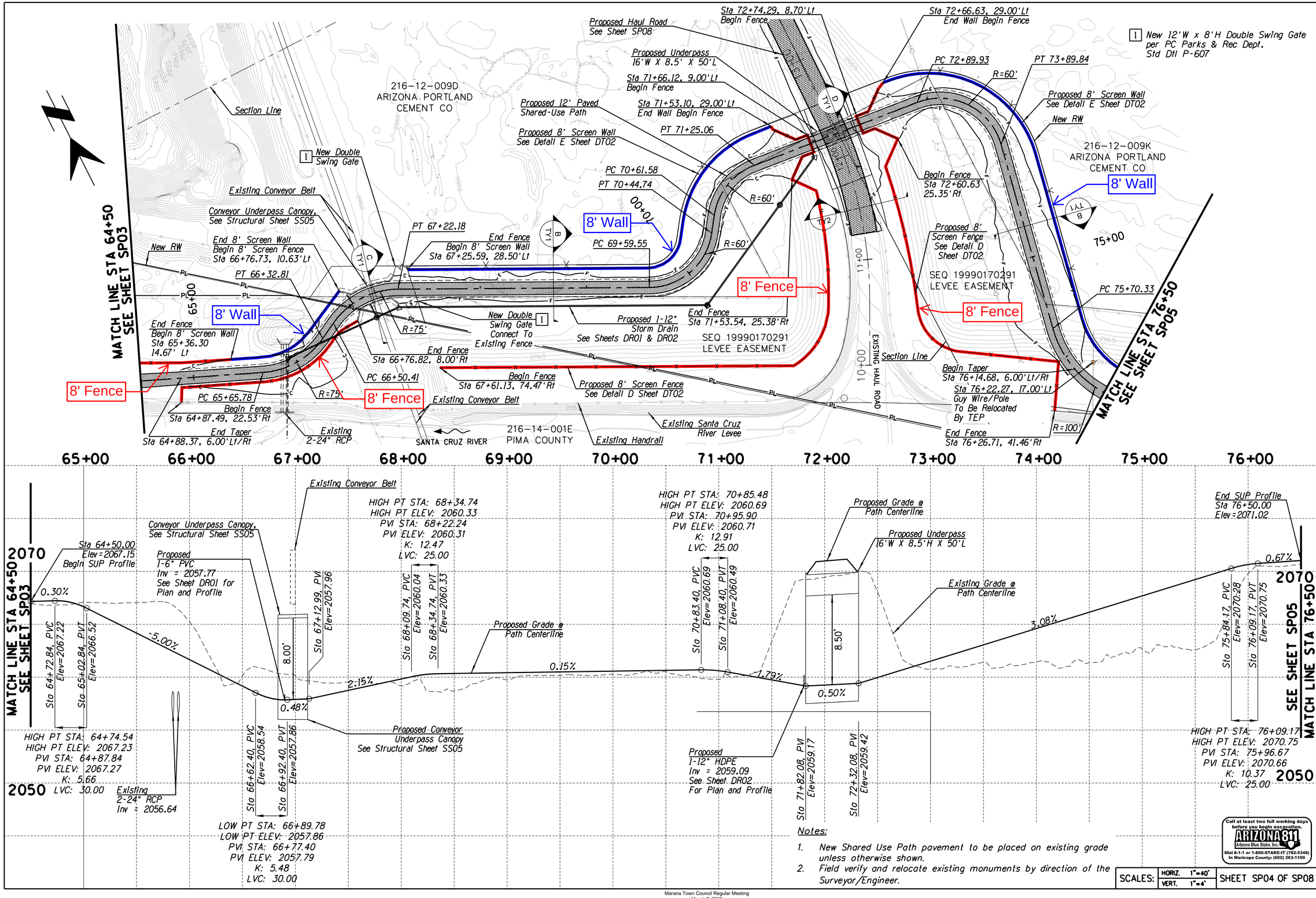
100% PRELIMINARY NOT FOR CONSTRUCTION

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

TOWN OF MARANA – PROJECT NO. PK023

SHARED-USE PATH PLANS
FOR
SANTA CRUZ RIVER
SHARED-USE PATH

SCALES:	HORIZ.	1"=40'	SHEET SP03 OF SP08	PAGE 17 OF 66
	VERT.	N/A		



Notes:

1. New Shared Use Path pavement to be placed on existing grade unless otherwise shown.
2. Field verify and relocate existing monuments by direction of the Surveyor/Engineer.

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

DESIGNED:	CR	DATE:	03/21
DRAWN:	CR / RC		03/21
CHECKED:	KL		03/21
PROJ. ENG.:	KL		03/21

100% PRELIMINARY NOT FOR CONSTRUCTION

PSOMAS
333 E. Wetmore Road, Suite 450 Tucson, AZ 85705 (520) 292-2300 (520) 292-1290 fax www.psomas.com

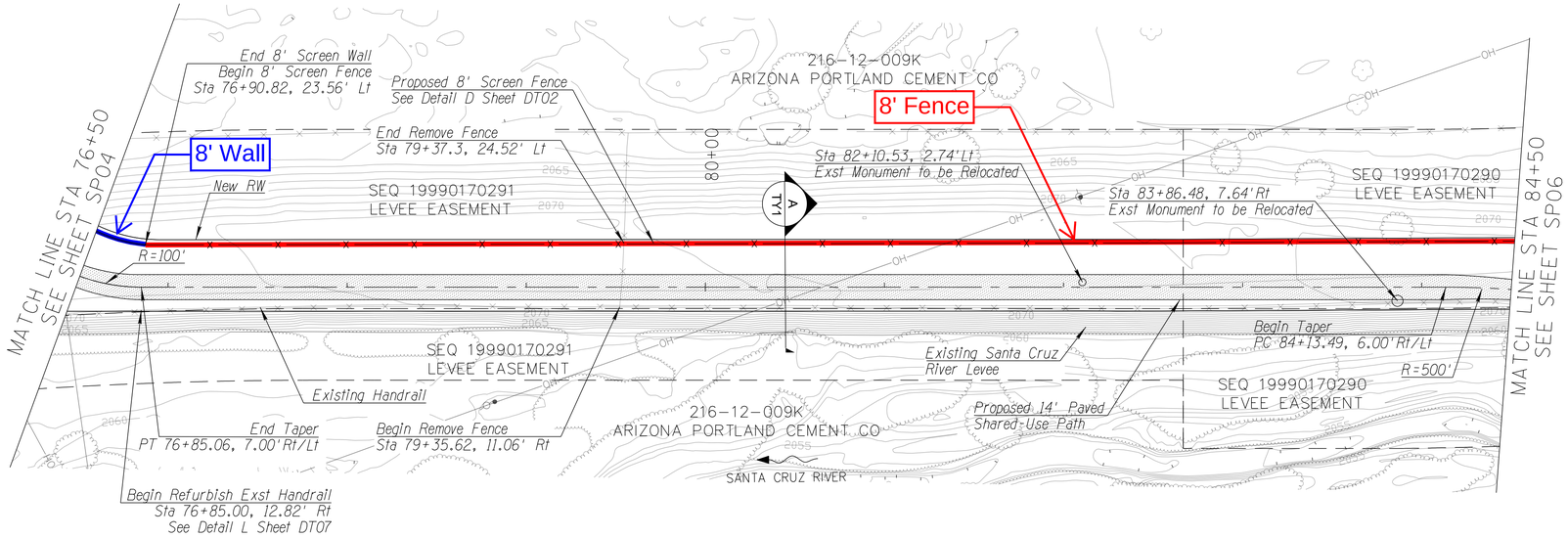
TOWN OF MARANA – PROJECT NO. PK023

SHARED-USE PATH PLANS FOR SANTA CRUZ RIVER SHARED-USE PATH

SCALES: HORIZ. 1"=40' VERT. 1"=4'

SHEET SP04 OF SP08

PAGE 18 OF 66



Notes:

1. *New Shared Use Path pavement to be placed on existing grade unless otherwise shown.*
2. *Field verify and relocate existing monuments by direction of the Surveyor/Engineer.*

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

		DATE
DESIGNED:	CR	03/21
DRAWN:	CR / RC	03/21
CHECKED:	KL	03/21
PROJ. ENG.:	KL	03/21

100% PRELIMINARY NOT FOR CONSTRUCTION

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

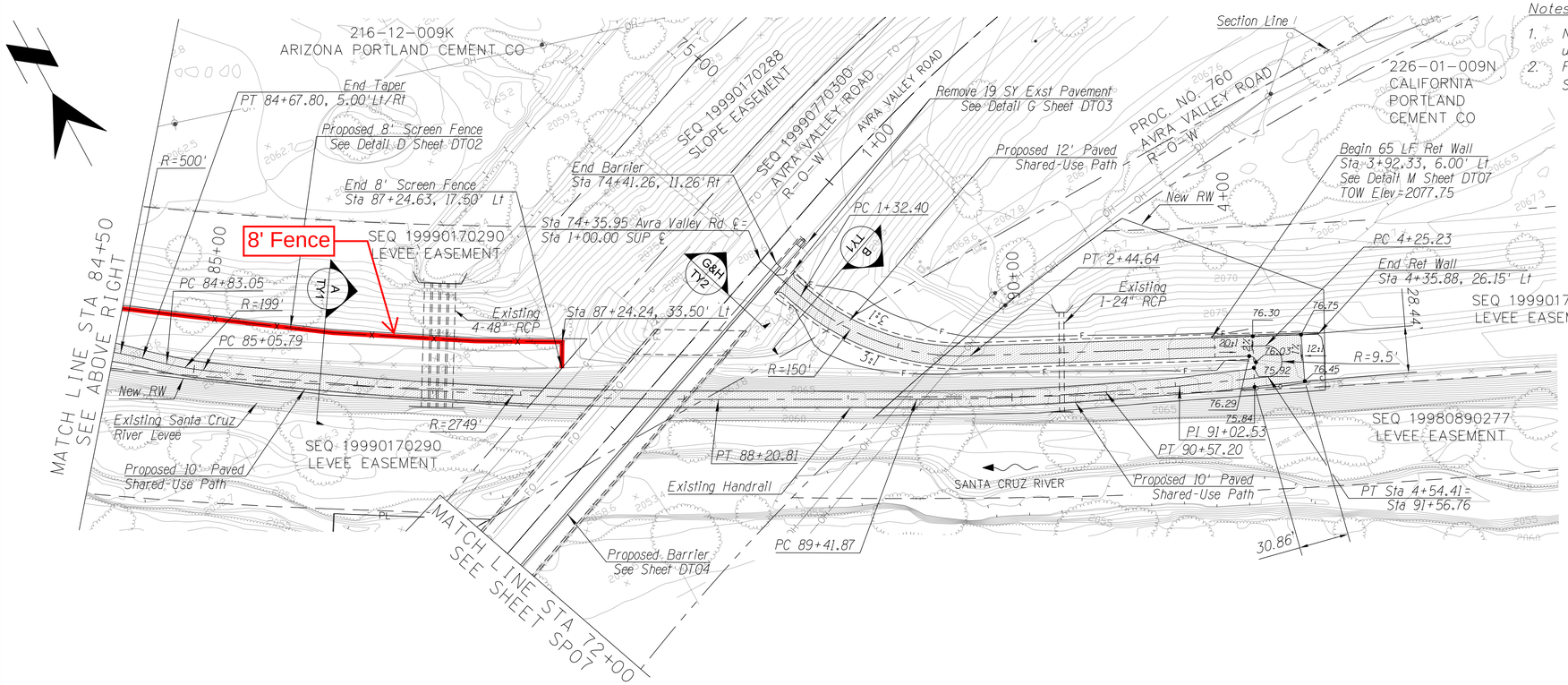
TOWN OF MARANA – PROJECT NO. PK023

SHARED-USE PATH PLANS
FOR
SANTA CRUZ RIVER
SHARED-USE PATH

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

SCALES:	HORIZ. 1"=40'	SHEET SP05 OF SP08	PAGE 19 OF 66
	VERT. N/A		

EXHIBIT C TO ACQUISITION AGREEMENT



NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

DESIGNED:	CR	DATE
DRAWN:	CR / RC	03/21
CHECKED:	KL	03/21
PROJ. ENG.:	KL	03/21

100% PRELIMINARY NOT FOR CONSTRUCTION

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

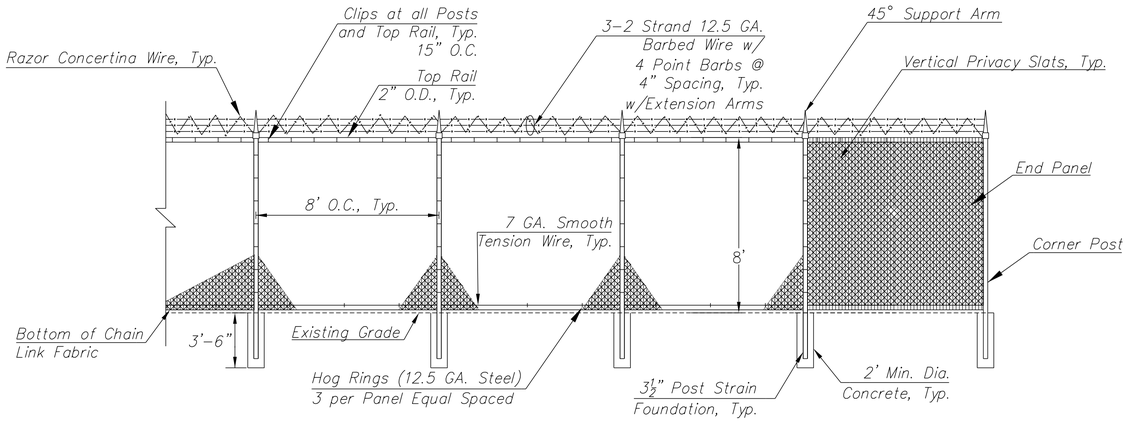
TOWN OF MARANA – PROJECT NO. PK023

SHARED-USE PATH PLANS
FOR
SANTA CRUZ RIVER
SHARED-USE PATH

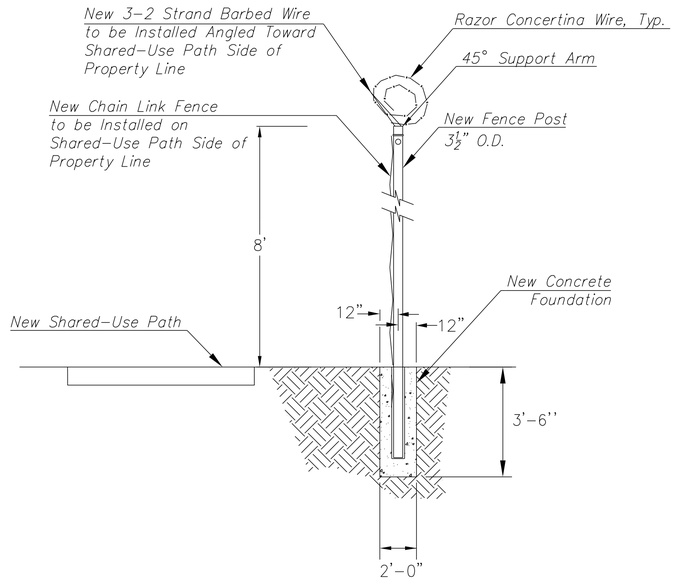
Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

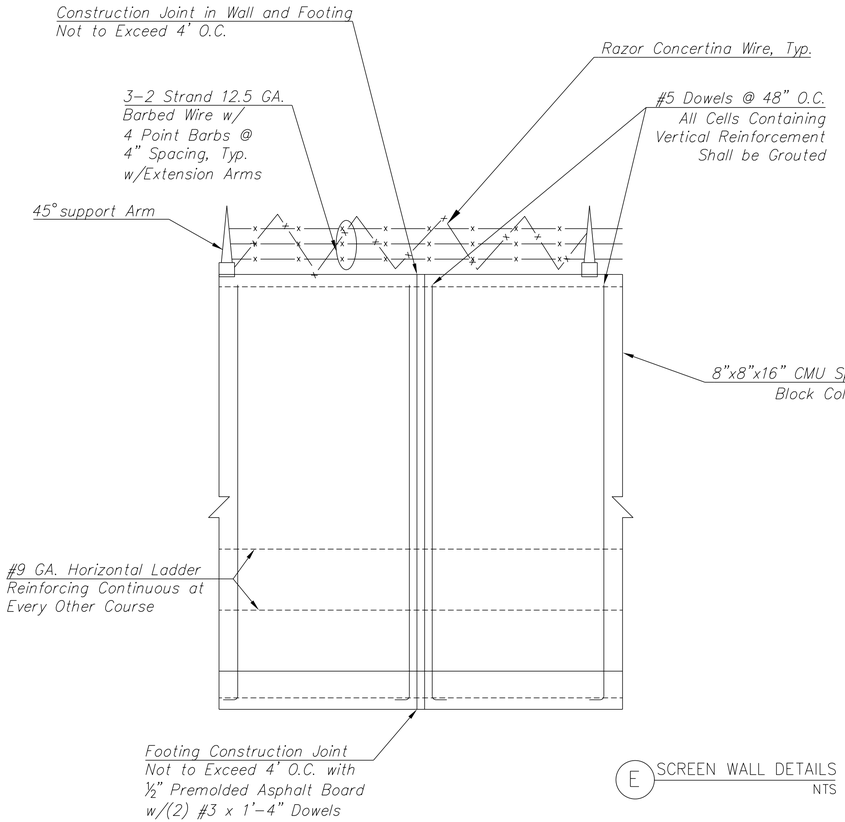
SCALES: HORIZ. 1"=40' VERT. 1"=4'

SHEET SP06 OF SP08 PAGE 20 OF 66



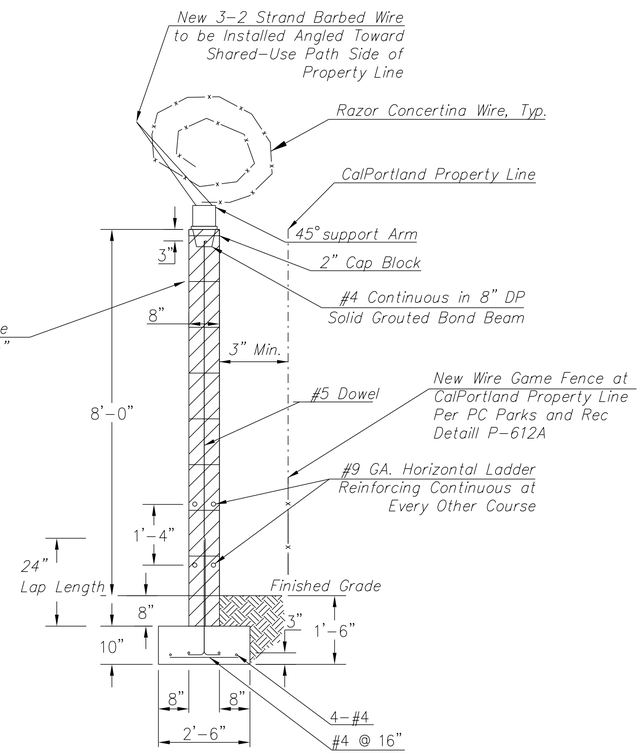
D SCREEN FENCE DETAILS
NTS





E SCREEN WALL DETAILS
NTS

ELEVATION



SECTION

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

		DATE
DESIGNED:	CR	06/21
DRAWN:	CR / RC	06/21
CHECKED:	KL	06/21
PROJ. ENG.:	KL	06/21

100% PRELIMINARY NOT FOR CONSTRUCTION

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

TOWN OF MARANA – PROJECT NO. PK023

CIVIL DETAILS
FOR
SANTA CRUZ RIVER
SHARED-USE PATH

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

SCALES:	HORIZ. N/A	SHEET DT02 OF DT08	PAGE 6 OF 66
	VERT. N/A		

TOWN OF MARANA (SHARED USE PATH) – GENERAL NOTES FOR PAVEMENT MARKING PLANS

1. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE LATEST EDITION OF THE PIMA ASSOCIATION OF GOVERNMENT STANDARDS AND SPECIFICATIONS, AND THE LATEST EDITION OF THE PIMA COUNTY PAVEMENT MARKING DESIGN MANUAL.

2. THE PERMANENT PAVEMENT MARKINGS MAY BE MODIFIED AS DIRECTED BY THE TOWN ENGINEER OR DESIGNEE.

3. THE DESIGN VEHICLE IS WB-62 FOR THE PROJECT. THE DESIGN SPEED AND POSTED SPEED ARE AS FOLLOWS:

Road	Design Speed	Posted Speed
Avra Valley Road	40 mph	40 mph

4. ALL LANE DIMENSIONS ARE FROM CENTER OF LANE LINE, CENTER OF DOUBLE LANE LINE, FACE OF CURB, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

5. THE PAVEMENT MARKING DRAWINGS ARE SCHEMATIC ONLY. THE CONTRACTOR SHALL FOLLOW ALL DIMENSIONS, DETAILS, AND STANDARDS WHEN INSTALLING PAVEMENT STRIPING, MARKINGS, AND MARKERS.

6. THE FINAL TRANSVERSE AND LONGITUDINAL PAVEMENT MARKINGS SHALL BE TRAFFIC LOAD APPROVED MARKING PAINT PLACED OVER TEMPORARY PAINT, 30-45 DAYS AFTER THE INITIAL TEMPORARY PAINT IS APPLIED, AND ONLY AFTER THE FINAL PAVEMENT SURFACE OR FINAL SEAL COAT (WHICHEVER LAST IS APPLIED) IS COMPLETED, OR AS DIRECTED BY THE TOWN ENGINEER OR DESIGNEE. THE TEMPORARY STRIPING SHALL BE TRAFFIC LOAD APPROVED MARKING PAINT.

7. ALL FINAL LEGEND MARKINGS (PAVEMENT ARROWS AND SURFACE LEGENDS) SHALL BE TRAFFIC LOAD APPROVED MARKING PAINT WITH GLASS BEADS PLACED OVER TEMPORARY PAINT, 30-40 DAYS AFTER THE INITIAL TEMPORARY PAINT IS APPLIED, AND ONLY AFTER THE FINAL PAVEMENT SURFACE OR FINAL SEAL COAT (WHICHEVER IS LAST APPLIED) IS COMPLETED, OR AS DIRECTED BY THE TOWN ENGINEER OR DESIGNEE. THE TEMPORARY STRIPING SHALL BE TRAFFIC LOAD APPROVED PAVEMENT MARKING PAINT.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF PAVEMENT MARKINGS ON FINAL SURFACE COURSE FOLLOWING CONTROL POINTS THAT HAVE BEEN SET TO NO MORE THAN 50 FEET APART ALONG THE LINES TO BE STRIPED. IN TANGENT SECTIONS OF A ROAD WHERE THE PAVEMENT MARKING PATTERN DOES NOT CHANGE, CONTROL POINTS MAY BE SET AT 200 FEET APART. THE LAYOUT AND INSPECTION OF ALL PAVEMENT MARKINGS SHALL BE APPROVED BY THE TOWN ENGINEER OR DESIGNEE PRIOR TO THE APPLICATION OF MATERIALS.

9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE FINAL SURFACE COURSE IS PLACED SO THAT THE CONSTRUCTION JOINTS ARE OFFSET NO MORE THAN ONE FOOT CLEAR OF THE CENTER OF THE STRIPING OR CENTER OF A LANE, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

10. THE CONTRACTOR SHALL CLEAN THE ROADWAY SURFACE TO THE SATISFACTION OF THE TOWN ENGINEER OR DESIGNEE BY SWEEPING AND AIR-JET BLOWING IMMEDIATELY PRIOR TO THE PLACEMENT OF ALL PAVEMENT MARKINGS. THE TEMPERATURE SHALL NOT BE LESS THAN 55 DEGREES F. FOR THE PLACEMENT OF THERMOPLASTIC STRIPING, AND 40 DEGREES F. FOR THE PLACEMENT OF RPMs.

11. ALL RAISED PAVEMENT MARKERS (RPMs) SHALL BE INSTALLED SO THAT THE REFLECTIVE FACE OF EACH MARKER IS FACING THE DIRECTION OF TRAFFIC AND IS PERPENDICULAR TO THE DIRECTION OF TRAFFIC FLOW. TYPE C PAVEMENT MARKERS (RPMs) SHALL BE INSTALLED SO THAT THE CLEAR REFLECTIVE FACE OF EACH MARKER IS FACING THE APPROACHING TRAFFIC AND IS PERPENDICULAR TO THE DIRECTION OF TRAFFIC FLOW. ALL RPM'S SHALL BE INSTALLED PER PIMA COUNTY'S STANDARD DETAILS.

12. AT INTERSECTION APPROACHES ON ROADWAYS WITH MEDIANS, TYPE C RPMs SHALL BE PLACED AS PER PIMA COUNTY STANDARDS OR AS DIRECTED BY THE TOWN ENGINEER OR DESIGNEE.

13. THE REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH SECTION 701 OF THE PIMA ASSOCIATION OF GOVERNMENT STANDARD SPECIFICATIONS. PAINTING OVER EXISTING STRIPING DOES NOT CONSTITUTE APPROVED STRIPING OBLITERATION. PAVEMENT MARKING REMOVAL SHALL BE INCLUDED IN ITEM 7010001 – MAINTENANCE AND PROTECTION OF TRAFFIC.

14. THE ENGINEER OF RECORD SHALL BE REQUIRED TO PRODUCE AS-BUILT STRIPING PLANS, USING INFORMATION FROM THE CONTRACTOR, WITHIN 90 DAYS OF STRIPING COMPLETION.

15. BLUE RAISED PAVEMENT MARKERS SHALL BE PLACED ADJACENT TO FIRE HYDRANTS AS SHOWN ON SHEET NO. 7-1 OF THE LATEST EDITION PC/COT PAVEMENT MARKING DESIGN MANUAL.

16. FINAL INSPECTION/ACCEPTANCE OF PAVEMENT MARKINGS SHALL BE PERFORMED BY THE TOWN ENGINEER OR DESIGNEE.

17. PAVEMENT MARKINGS APPLIED BY THE CONTRACTOR FOR USE IN TEMPORARY TRAFFIC CONTROL OR ON INTERMEDIATE (NOT FINAL) LIFTS OF PAVING SHALL BE INCLUDED AND PAID UNDER ITEM 7010001 – MAINTENANCE AND PROTECTION OF TRAFFIC. TEMPORARY PAVEMENT MARKINGS APPLIED IN THE FINAL CONFIGURATION SHOWN ON THESE PLANS THAT IS IN PLACE DURING THE TWO YEAR WARRANTY PERIOD AND THE 30-45 DAY CURE PERIOD AFTER APPLICATION OF SEAL COAT (SEE NOTES 6 AND 7 ABOVE) SHALL BE PAID BY THEIR RESPECTIVE TEMPORARY PAINT BID ITEM SHOWN IN THE TABLE. ALL MULTI-USE PATH STRIPING SHALL RECEIVE APPLICATIONS OF TEMPORARY AND PERMANENT PAINT AT THE SAME TIME AS THE ROADWAY.

PIMA COUNTY (AVRA VALLEY RD) - PAVEMENT MARKING GENERAL NOTES

1. ALL EQUIPMENT/MATERIALS, AND CONSTRUCTION SHALL MEET OR EXCEED THE REQUIREMENTS CONTAINED IN THE CURRENT PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, THE SPECIAL PROVISIONS, THE SUPPLEMENTAL SPECIFICATIONS AND THE APPROVED PLANS. ALL PAVEMENT MARKING SHALL BE INSTALLED IN COMPLIANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE PIMA COUNTY/CITY OF TUCSON (PC/COT) PAVEMENT MARKING DESIGN MANUAL AND APPLICABLE AMENDMENTS.

2. THE PAVEMENT MARKING CONTRACTOR SHALL CONTACT THE PIMA COUNTY PAVEMENT MARKING SUPERVISOR AT (520) 724-2624 AT LEAST THREE (3) WORKING DAYS IN ADVANCE OF PAVEMENT MARKING LAYOUT AND INSTALLATION TO SCHEDULE INSPECTION AND APPROVAL OF THE PAVEMENT MARKINGS. PAVEMENT MARKING SHOP HOURS ARE MONDAY THROUGH THURSDAY 6:00 AM TO 3:30 PM, STATE HOLIDAYS EXCLUDED.

3. UPON APPROVAL OF THE PAVEMENT MARKING LAYOUT, THE PIMA COUNTY PAVEMENT MARKING SUPERVISOR WILL ISSUE WRITTEN AUTHORIZATION TO THE CONTRACTOR TO PROCEED WITH INSTALLING ALL PAVEMENT MARKINGS AND ASSOCIATED REFLECTIVE RAISED PAVEMENT MARKERS.

4. THE PERMANENT PAVEMENT MARKINGS MAY BE MODIFIED AS DIRECTED AND APPROVED BY THE COUNTY ENGINEER OR THEIR DESIGNEE.

5. THE DESIGN SPEED FOR AVRA VALLEY ROAD IS 40 MPH. THE DESIGN VEHICLE IS WB-62. THE POSTED SPEED LIMIT IS 40 MPH.

6. ALL LANE DIMENSIONS ARE MEASURED FROM THE CENTER OF THE LANE LINE, CENTER OF DOUBLE LANE LINES, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

7. THE PAVEMENT MARKING DRAWINGS ARE SCHEMATIC ONLY. THE CONTRACTOR SHALL FOLLOW ALL DIMENSIONS, APPLICABLE MARKING DETAILS, AND SPECIFIED PIMA COUNTY STANDARDS WHEN INSTALLING PAVEMENT STRIPING, SYMBOLS, LEGENDS, AND MARKERS.

8. PAINTED LAYOUT STRIPING SHALL BE 15 MIL (0.015") THICK, WATER BASED PAINT PLACED ON THE FINAL PAVEMENT SURFACE WITH 8 POUNDS PER GALLON OF AASHTO M 247-13 TYPE 1 GLASS BEADS WITH ADHESION/MOISTURE PROOF COATING. PAINTED LAYOUT STRIPING SHALL BE INSTALLED WITHIN FIVE (5) WORKING DAYS OF THE FINAL PAVEMENT SURFACE BEING COMPLETED.

9. PAINTED SYMBOLS AND LEGENDS SHALL BE APPLIED AT THE SAME TIME AS THE PAINTED STRIPING, WITH THE EXCEPTION OF BIKE LANE SYMBOLS AND WORDS (SUCH AS STOP, AHEAD, ONLY ETC.).

10. THE FINAL LONGITUDINAL STRIPING SHALL BE 90 MIL (0.090") THICK RIBBON EXTRUDED THERMOPLASTIC REFLECTORIZED STRIPING PLACED OVER THE PAINTED LAYOUT STRIPING WITH A SINGLE DROP OF 10 POUNDS PER 100 SQUARE FEET OF AASHTO M 247-13 GLASS BEADS. THE FINAL LONGITUDINAL STRIPING SHALL BE PLACED WITHIN 21 TO 30 CALENDAR DAYS OF THE FINAL PAVEMENT SURFACE BEING COMPLETED. ALL PREVIOUSLY EXEMPTED LONGLINE MARKINGS SHALL BE APPLIED DURING THE FINAL LONGITUDINAL STRIPING.

11. ALL FINAL TRANSVERSE STRIPING, INCLUDING SYMBOLS AND LEGENDS, SHALL BE 90 MIL (0.090") ALKYD HAND CART EXTRUDED THERMOPLASTIC WITH 10 POUNDS PER 100 SQUARE FEET OF AASHTO M 247-13 TYPE 1 GLASS BEADS.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF PAVEMENT MARKINGS ON THE FINAL SURFACE COURSE FOLLOWING ONE CONTROL LINE PER DIRECTION OF TRAVEL CONSISTING OF CONTROL POINTS THAT HAVE BEEN SET TO NO MORE THAN 50 FEET APART ON CURVE SECTIONS AND 200 FEET IN TANGENT SECTIONS WHERE THE PAVEMENT MARKING PATTERN DOES NOT CHANGE.

13. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE FINAL SURFACE COURSE IS PLACED SO THAT THE CONSTRUCTION JOINT IS NO MORE THAN ONE FOOT OFFSET FROM THE FINAL STRIPING.

14. ALL RETROREFLECTIVE RAISED PAVEMENT MARKERS SHALL BE INSTALLED SO THAT THE REFLECTIVE FACE OF EACH MARKER IS FACING THE DIRECTION OF TRAFFIC AND IS PERPENDICULAR TO THE DIRECTION OF TRAFFIC FLOW. TYPE C OR G PAVEMENT MARKERS SHALL BE INSTALLED SO THAT THE CLEAR (OR WHITE) REFLECTIVE FACE OF EACH MARKER IS FACING APPROACHING TRAFFIC AND PERPENDICULAR TO THE DIRECTION OF TRAFFIC FLOW TO WHICH IT APPLIES.

15. ALL RETROREFLECTIVE RAISED PAVEMENT MARKERS SHALL BE INSTALLED PER THE CURRENT EDITION OF THE PAG STANDARD SPECIFICATIONS, THE PC/COT PAVEMENT MARKING MANUAL AND APPLICABLE AMENDMENTS.

16. ALL REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH SECTION 701 OF THE PAG STANDARD SPECIFICATIONS. PAINTING OVER EXISTING STRIPING DOES NOT CONSTITUTE APPROVED STRIPING OBLITERATION.

17. FOR PRIVATE DEVELOPMENT PROJECTS, THE DESIGN CONSULTANT / PROJECT MANAGER SHALL BE REQUIRED TO PRODUCE AS-BUILT STRIPING PLANS WITHIN 90 DAYS OF PROJECT COMPLETION.

18. UNLESS OTHERWISE NOTED, ALL PAVEMENT MARKINGS SHALL BE INSTALLED BY THE CONTRACTOR.

19. UPON FINAL INSPECTION BY PIMA COUNTY, A WRITTEN ACCEPTANCE OR ITEMIZED PUNCH LIST OF MISSING OR UNACCEPTABLE PAVEMENT MARKINGS SHALL BE SUBMITTED TO THE CONTRACTOR.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL STRIPING UNTIL PROJECT IS APPROVED FOR "CONSTRUCTION ACCEPTANCE" BY PIMA COUNTY (FULLY OPEN TO TRAFFIC, ALL PUNCH LIST ITEMS ARE COMPLETED, AND THE ONE YEAR WARRANTIES BEGIN). IF THE PAVEMENT MARKING MATERIAL MANUFACTURER OFFERS A LONGER WARRANTY, THE CONTRACTOR TRANSFER THAT WARRANTY TO PIMA COUNTY.

21. THE PC/COT SIGNING & PAVEMENT MARKING MANUAL IS AVAILABLE ONLINE AT: HTTPS://WEBCMS.PIMA.GOV/USERFILES/SERVERS/SERVER_6/FILE/GOVERNMENT/TRANSPORTATION/ROADWAY%20DESIGN/FINAL-PIMA-COUNTY_CITY-OF-TUCSON-SIGNING-AND-PAVEMENT-MARKING-MANUAL-2020-FIRST-EDITION_LINKING_NOCOMMENTS-12_21.PDF

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

		DATE
DESIGNED:	CR	06/21
DRAWN:	CR / RC	06/21
CHECKED:	KL	06/21
PROJ. ENG.:	KL	06/21

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PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

TOWN OF MARANA – PROJECT NO. PK023

PAVEMENT MARKING AND SIGNING PLANS FOR SANTA CRUZ RIVER SHARED-USE PATH

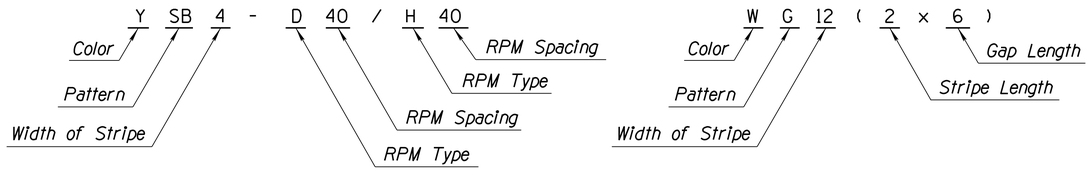
SCALES: HORIZ. N/A VERT. N/A

SHEET PM01 OF PM12

PAGE 26 OF 66

Pavement Marking Quantities - Town of Marana						
Item#	Description			Location	Unit	Total Quantity
7015052	Obliterate			Road & MUP	L.F.	4,627
7040005	ThermoPlastic	White	Stripe	Road	L.F.	5,586
7040006	ThermoPlastic	Yellow		Road	L.F.	3,050
7080001	Painted	White	Stripe	MUP	L.F.	4,733
7080001	Painted	Yellow	Stripe	MUP	L.F.	4,430
7060025	Type D RPMs				Each	76
7060035	Type H RPMs				Each	13

Paint L.F. Quantities given as 4" Equivalent length



LINE STYLE DESIGNATION

LINE STYLE DESIGNATION

For further descriptions of linetypes, see Pima County / City of Tucson Signing & Pavement Marking Manual, 2020 edition, Sheets 3.1.1, 3.1.1a, 3.1.2, 3.1.3.

Where dimensions (XxX) are indicated after guide (G) striping line type, i ndicating (Striping Length x Space Length) in feet.

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In Maricopa County: (602) 263-1100

SCALES:	HORIZ. N/A	SHEET PM02 OF PM12	PAGE 27 OF 66
	VERT. N/A		

TOWN OF MARANA (SHARED USE PATH) - GENERAL NOTES FOR SIGNING PLANS:

1. ALL SIGNS SHALL BE IN COMPLIANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE LATEST EDITION OF THE PIMA COUNTY TRAFFIC SIGNING DESIGN MANUAL, THE LATEST EDITION SUPPLEMENTAL SPECIFICATIONS, THESE PLANS, AND THE SPECIAL PROVISIONS.
2. SIGNS MAY BE MODIFIED AND LOCATIONS ADJUSTED TO FIT CONDITIONS AS DIRECTED BY THE TOWN ENGINEER OR DESIGNEE.
3. POST LENGTHS INDICATED ON THE SIGN SUMMARY SHEETS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ACTUAL POST LENGTHS. FOR ESTIMATING PURPOSES, LENGTHS SHOWN ON SIGN SUMMARY SHEETS INCLUDE 2 LF OF 2" TUBE ASSUMED IN THE FOUNDATION.
4. ALL NEW AND EXISTING SIGNS SHALL BE INSTALLED ON $2^{9}/_{32}$ x $2^{9}/_{32}$ SQUARE TUBE, 12-GAUGE GALVANIZED STEEL PERFORATED POST, AND SHALL BE INSTALLED IN A CONCRETE FOUNDATION (PER MARANA DETAIL NO. F-1) UNLESS OTHERWISE DIRECTED BY THE TOWN ENGINEER OR DESIGNEE.
5. (a). ALL SIGN STATION LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ACTUAL SIGN LOCATIONS WITH THE TOWN ENGINEER OR DESIGNEE PRIOR TO THE INSTALLATION OF ALL SIGNS.
   (b). THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL THE WORK WITH BLUE STAKE AND FOR INSTALLING ALL TRAFFIC SIGNS IN THE FIELD.
6. ALL SIGN PANELS SHALL BE MANUFACTURED OF TYPE XI (DIAMOND GRADE) SHEETING MATERIAL. ALL SCHOOL ZONE & PEDESTRIAN SIGNS SHALL BE MANUFACTURED WITH TYPE XI (DIAMOND GRADE) FLUORESCENT YELLOW-GREEN REFLECTIVE SHEETING MATERIAL. SIGN IMAGING SHALL BE IN COMPLIANCE WITH THE REFLECTIVE SHEETING MANUFACTURER'S MATCHED COMPONENT SYSTEM.
7. ALL NEW SIGN (EXCEPT STREET NAME SIGNS) PANELS SHALL BE FABRICATED FROM 0.080 INCH THICK, 5052-H38 ALUMINUM ALLOY CONFORMING TO THE REQUIREMENTS OF ASTM B 209, UNLESS OTHERWISE SPECIFIED. ALL STREET NAME SIGNS SHALL BE FABRICATED FROM 0.125 INCH THICK 5052-H38 ALUMINUM ALLOY CONFORMING TO THE REQUIREMENTS OF ASTM B 209.
8. ALL EXISTING SIGNS TO BE REMOVED AS PART OF THIS PROJECT WILL NOT BE SALVAGED TO THE TOWN OF MARANA AND SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
9. REMOVALS SHALL BE IN ACCORDANCE WITH SECTION 202-3.06 OF THE LATEST EDITION PIMA ASSOCIATION OF GOVERNMENTS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
10. THE DESIGN SPEED AND POSTED SPEED ARE SHOWN IN THE TABLE BELOW. SIGN PLACEMENT SHALL BE BASED ON THE POSTED SPEED LIMIT.

Road	*Design Speed*	*Posted Speed*
Avra Valley Road	*40 mph*	*40 mph*

11. FINAL INSPECTION/ACCEPTANCE OF SIGNING SHALL BE PERFORMED BY THE TOWN ENGINEER OR DESIGNEE.
12. ALL STREET NAME SIGNS SHALL INDICATE THE BLOCK NUMBER. ALL STREET NAMES ON STREET NAME SIGNS SHALL BE COMPOSED OF A COMBINATION OF LOWER CASE LETTERS WITH INITIAL UPPERCASE LETTERS. ALL STREET NAME SIGNS SHALL BE MOUNTED WITH A 12-INCH BLADE SLOT SIGN MOUNT ON TOP OF THE STOP SIGN.
13. THE CONTRACTOR SHALL CONTACT THE TOWN OF MARANA PUBLIC WORKS DEPARTMENT AT (520) 382-2600 WITH THE SIGN LAYOUT A MINIMUM OF ONE WEEK PRIOR TO ORDERING SIGNS FOR FINAL APPROVAL.
14. TUBING SHOWN FOR SLEEVE AND ANCHOR SHALL BE 2 $\frac{1}{4}$" AND 2 $\frac{1}{2}$ TUBING AND CONSIDERED INCIDENTAL TO SIGN POST FOUNDATION.

PIMA COUNTY (AVRA VALLEY RD) - SIGNING GENERAL NOTES:

1. ALL EQUIPMENT, MATERIALS AND CONSTRUCTION SHALL MEET OR EXCEED THE REQUIREMENTS CONTAINED IN THE CURRENT PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, THE SPECIAL PROVISIONS, AND THE APPROVED PLANS.
2. ALL SIGNS SHALL BE IN COMPLIANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), THE ARIZONA SUPPLEMENT TO THE MUTCD, THE LATEST EDITION OF THE PIMA COUNTY / CITY OF TUCSON TRAFFIC SIGNING MANUAL, THESE PLANS, AND THE SPECIAL PROVISIONS.
3. SIGNS MAY BE MODIFIED AND LOCATIONS ADJUSTED TO FIT CONDITIONS IN THE FIELD AT THE DISCRETION OF THE TRAFFIC ENGINEER.
4. THE DESIGN SPEED FOR AVRA VALLEY IS 40 MPH. THE POSTED SPEED LIMIT IS 40 MPH. SIGN PLACEMENT SHALL BE BASED ON THE POSTED SPEED LIMIT.
5. POST LENGTHS INDICATED ON SIGN SUMMARY SHEETS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ACTUAL POST LENGTHS.
6. ALL PERFORATED POSTS SHALL BE INSTALLED IN A CONCRETE FOUNDATION, UNLESS OTHERWISE DIRECTED BY THE TRAFFIC ENGINEER.
7. ALL SIGN STATION LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ACTUAL SIGN LOCATIONS WITH THE TRAFFIC ENGINEER PRIOR TO THE INSTALLATION OF ANY SIGNS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL WORK WITH BLUE STAKE / ARIZONA 811 FOR INSTALLING ALL TRAFFIC SIGNS IN THE FIELD AND FOR MAINTAINING ALL SIGNING UNTIL PROJECT IS APPROVED FOR "CONSTRUCTION ACCEPTANCE" BY PIMA COUNTY (FULLY OPEN TO TRAFFIC, ALL PUNCH LIST ITEMS ARE COMPLETED, AND ONE YEAR WARRANTIES BEGIN).
9. ALL WARNING, REGULATORY, GUIDE, AND OVERHEAD MOUNTED SIGNS SHALL USE TYPE XI SHEETING OR AN EQUIVALENT. ALL WARNING SIGNS HAVING YELLOW BACKGROUNDS SHALL USE FLUORESCENT YELLOW SHEETING. ALL SCHOOL SIGNS SHALL USE FLUORESCENT YELLOW-GREEN SHEETING. ALL GROUND-MOUNTED SIGNS SHALL HAVE AN ANTI-GRAFFITI COATING APPLIED TO SIGN FACE, 3M #1160 FILM OR EQUIVALENT.
10. A 3" X 2" PRESSURE SENSITIVE, UV RESISTANT LABEL INDICATING THE SIGN MANUFACTURER'S NAME AND DATE OF MANUFACTURE SHALL BE PLACED IN THE UPPER RIGHT CORNER OF THE BACK OF ALL SIGNS EXCEPT STREET NAME SIGNS AT THE TIME OF INSTALLATION. STREET NAME SIGNS SHALL INCLUDE A SIGN IDENTIFICATION DECAL AS SHOWN ON PIMA COUNTY SIGNING DETAIL 9-22A.
11. ALL NEW SIGN PANELS SHALL BE 0.080 INCH ALUMINUM WITH RADIUS CORNER, UNLESS OTHERWISE NOTED.
12. PRIOR TO DISTURBING ANY TRAFFIC SIGNS, A SIGN CONDITION INVENTORY OF ALL EXISTING SIGNING SHALL BE CONDUCTED BY THE CONTRACTOR AND PROVIDED TO THE PIMA COUNTY SIGN SHOP SUPERVISOR (520-724-2630). INVENTORY SHALL INDICATE CURRENT SIGN LOCATION AND CONDITION, INCLUDING ANY EXISTING DAMAGE OR DEFICIENCIES.
13. ANY SIGNS AND POSTS BEING RE-USED ON THIS PROJECT SHALL BE STOCKPILED IN A MANNER TO AVOID DAMAGE AND MAINTAIN THE INTEGRITY OF THE SIGNS. SAFE STORAGE OF STOCKPILE AND PAYMENT FOR DAMAGE TO THE STOCKPILE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
14. ALL SIGNS AND POSTS NOT BEING RE-USED ON THIS PROJECT SHALL BE DISMANTLED, STACKED AND DELIVERED TO THE OWNER (PIMA COUNTY) BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR THE SAFE STORAGE AT THE CONSTRUCTION SITE UNTIL DELIVERY AND THE SAFE UNLOADING OF THE SALVAGED MATERIAL. NOTIFICATION OF DELIVERY SHALL BE MADE AT LEAST 2 WORKING DAYS PRIOR TO DELIVERY TO THE PIMA COUNTY SIGN SHOP, 1313 S. MISSION ROAD (520-724-2630). NO FRIDAY DELIVERIES.

DESIGNED:	CR	06/21
DRAWN:	CR / RC	06/21
CHECKED:	KL	06/21
PROJ. ENG.:	KL	06/21

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

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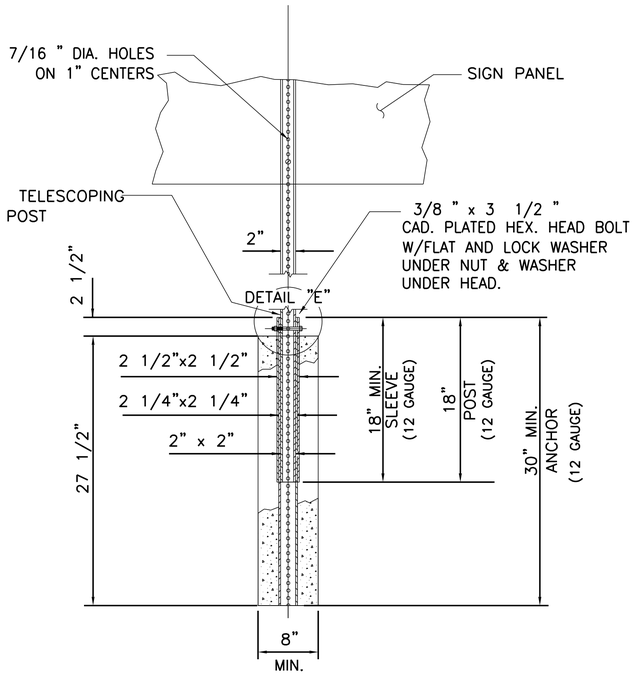
SCALES: HORIZ. N/A VERT. N/A

SHEET PM03 OF PM12

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SIGNING QUANTITIES – TOWN OF MARANA & PIMA COUNTY				
PLAN SHEETS	ITEM		UNIT	QTY
SIGN PLANS AND SIGN SUMMARY	SIGN PANELS ON POSTS	TYPE XI (DIAMOND GRADE) SHEETING	S.F.	161
	SIGN MOUNTINGS	SIGN POST (PERFORATED) (SINGLE) (P1)	L.F.	350
		FOUNDATION FOR SIGN POST (PERFORATED)	EACH	29
	SIGN REMOVAL	REMOVE AND SALVAGE SIGNS	EACH	5
		REMOVE AND RELOCATE SIGNS	EACH	2

TOWN OF MARANA
SIGN POST FOUNDATION DETAIL F-1
SHEET 1 OF 2
REVISED: 11/2015

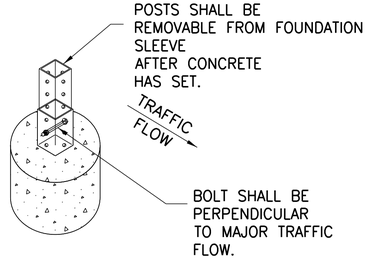


SIGN POST
FOUNDATION DETAIL

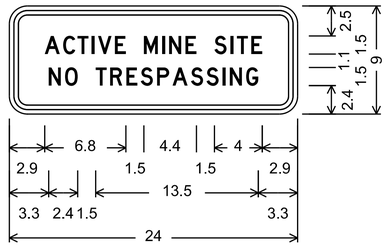
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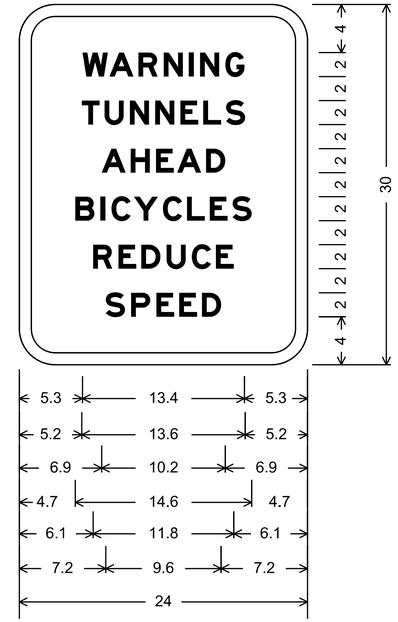
TOWN OF MARANA
SIGN POST FOUNDATION DETAIL F-1
SHEET 2 OF 2
REVISED: (12-19-03)



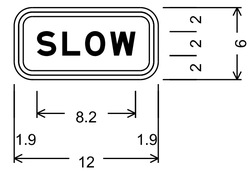
DETAIL "E"



SLOW;
1.5" Radius, 0.4" Border, 0.4" Indent, Black on, White;
"ACTIVE MINE SITE", D;
"NO TRESPASSING", D;



W-Tunnel;
3.0" Radius, 1.0" Border, Black on, Yellow;
"WARNING", E Mod;
"TUNNELS", E Mod;
"AHEAD", E Mod;
"BICYCLES", E Mod;
"REDUCE", E Mod;
"SPEED", E Mod;



SLOW;
1.5" Radius, 0.4" Border, 0.4" Indent, Black on, Yellow;
"SLOW", E Mod;

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

DESIGNED:	CR	06/21
DRAWN:	CR / RC	06/21
CHECKED:	KL	06/21
PROJ. ENG.:	KL	06/21

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TOWN OF MARANA – PROJECT NO. PK023

PAVEMENT MARKING
AND SIGNING PLANS
FOR
SANTA CRUZ RIVER
SHARED-USE PATH

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SCALES:	HORIZ. N/A
	VERT. N/A

SHEET PM04 OF PM12

SIGN NUMBER	STATION	SIGN CODE	SIGN TYPE	LEGEND	WIDTH (IN)	HEIGHT (IN)	AREA (S.F.)	SHEETING TYPE	MOUNTING			COMMENTS
									NO. POSTS	POST TYPE	TOTAL LENGTH (FT)	
CAL-06-01	13+00	R9-6		Bicycles Yield to Peds	12	18	1.50	XI	1	P-1	12	
CAL-06-02	13+00	R9-6		Bicycles Yield to Peds	12	18	1.50	XI	1	P-1	12	
CAL-07-01-12	VARIOUS	Special		Active Mine Site No Tresspassing	24	9	18.0	XI	-	-	-	Mount on Fence at 100' Intervals See PM04
CAL-08-01-20	VARIOUS	Special		Active Mine Site No Tresspassing	24	9	30.0	XI	-	-	-	Mount on Fence / Wall at 100' Intervals
CAL-08-21	64+50	W12-2		Low Clearance	18	18	2.25	XI	1	P-1	13	
CAL-08-22	64+50	Special		Slow	12	6	0.50	XI	-	-	-	See PM04
CAL-08-23	65+70	Special		Warning Tunnles Ahead Bicycles Reduce Speed	24	30	5.00	XI	1	P-1	13	See PM04
CAL-08-24	68+50	W12-2		Low Clearance	18	18	2.25	XI	1	P-1	13	
CAL-08-25	68+50	Special		Slow	12	6	0.50	XI	-	-	-	See PM04
CAL-08-26	69+00	W1-4		Reverse Curve	18	18	2.25	XI	1	P-1	13	
CAL-08-27	69+00	Special		Slow	12	6	0.50	XI	-	-	-	See PM04
CAL-08-28	69+60	R9-6		Bicycles Yield to Peds	12	18	1.50	XI	1	P-1	12	
CAL-08-29	71+00	W12-2		Low Clearance	18	18	2.25	XI	1	P-1	13	
CAL-08-30	71+00	Special		Slow	12	6	0.50	XI	-	-	-	See PM04
CAL-08-31	71+25	W1-4		Reverse Curve	18	18	2.25	XI	1	P-1	13	
CAL-08-32	71+25	Special		Slow	12	6	0.50	XI	-	-	-	See PM04
CAL-08-33	72+65	W1-2R		Curve (Right)	18	18	2.25	XI	1	P-1	13	
CAL-08-34	72+65	Special		Slow	12	6	0.50	XI		-	-	See PM04
CAL-08-35	72+75	R9-6		Bicycles Yield to Peds	12	18	1.50	XI	1	P-1	12	
CAL-08-36	73+50	W12-2		Low Clearance	18	18	2.25	XI	1	P-1	13	
CAL-08-37	73+50	Special		Slow	12	6	0.50	XI	-	-	-	See PM04
CAL-08-38	74+25	W1-2L		Curve (Left)	18	18	2.25	XI	1	P-1	13	
CAL-08-39	74+25	Special		Slow	12	6	0.50	XI	-	-	-	See PM04
CAL-08-40	75+70	Special		Warning Tunnles Ahead Bicycles Reduce Speed	24	30	5.00	XI	1	P-1	13	See PM04
CAL-09-01-11	VARIOUS	Special		Active Mine Site No Tresspassing	24	9	16.5	XI	-	-	-	Mount on Fence at 100' Intervals See PM04
CAL-09-12	90+76	W1-11L		180 Degree Curve (Left)	18	18	2.25	XI	1	P-1	13	
CAL-09-13	90+76	Special		Slow	12	6	0.50	XI	-	-	-	See PM04
CAL-09-14	4+40	W1-7		Two-Direction Large Arrow	48	24	8.00	XI	2	P-1	22	Option A Per PC/COT Signing Std 5.6
CAL-09-15	3+50	W1-11R		180 Degree Curve (Right)	18	18	2.25	XI	1	P-1	13	
CAL-09-16	3+50	Special		Slow	12	6	0.50	XI	-	-	-	See PM04
CAL-09-17	3+50	R9-6		Bicycles Yield to Peds	12	18	1.50	XI	1	P-1	12	
CAL-09-18	1+50	R5-3		No Mortor Vehicles	18	18	2.25	XI	1	P-1	12	
CAL-09-19	1+20	R1-1		Stop	-	-	-	-	1	P-1	12	Remove and Relocate from West of Bridge
CAL-10-01	63+51	R5-1B		Bicycles Wrong Way	12	18	1.5	XI	1	P-1	12	
CAL-10-02	1+15	R5-1		Wrong Way	18	18	2.25	XI	1	P-1	12	
CAL-10-03	1+20	R1-2		Yield	18	18	0.97	XI	1	P-1	12	
CAL-10-04	1+50	R9-6		Bicycles Yield to Peds	12	18	1.50	XI	1	P-1	12	
CAL-10-05	2+45	R5-3		No Mortor Vehicles	-	-	-	-	-	-	-	Remove and Relocate from Sta 1+42
CAL-11-01	41+00	W3-5		Reduced Speed Limit Ahead	36	36	9.00	XI	1	P-1	13	
CAL-11-02	46+00	R2-1		Speed Limit	30	36	7.50	XI	1	P-1	13	
CAL-11-03	60+59	SP W05-1		Shoulder Narrows	36	36	9.00	XI	1	P-1	13	
CAL-11-04	106+46	R2-1		Speed Limit	30	36	7.5	XI	1	P-1	13	

NOTES:

Signs in multi-sign assemblies are listed from the top down.

DESIGNED:	CR	06/21
DRAWN:	CR / RC	06/21
CHECKED:	KL	06/21
PROJ. ENG.:	KL	06/21

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

100% PRELIMINARY NOT FOR CONSTRUCTION

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

TOWN OF MARANA – PROJECT NO. PK023

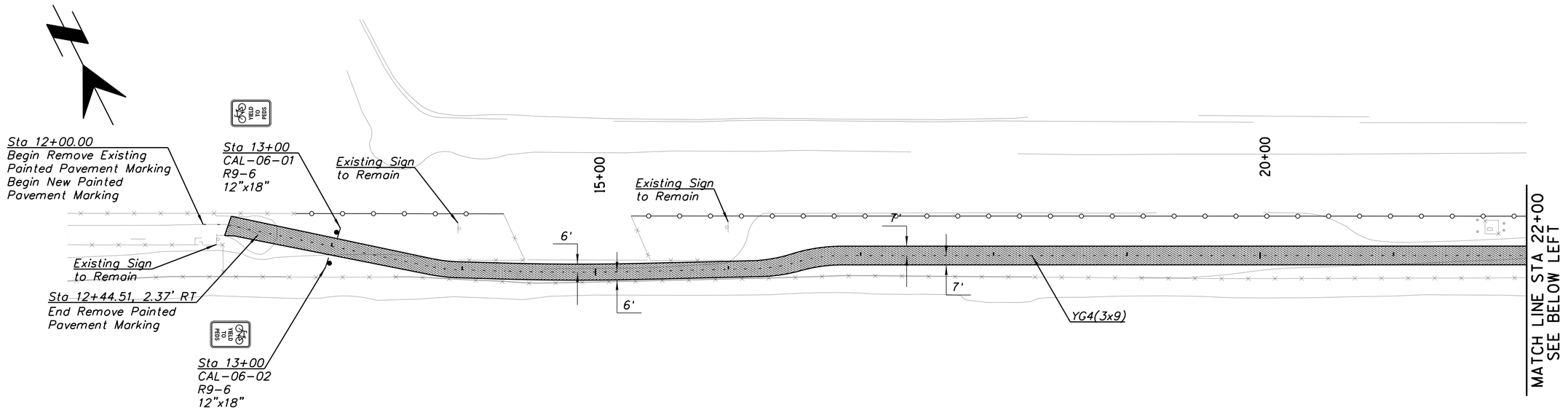
PAVEMENT MARKING AND SIGNING PLANS FOR SANTA CRUZ RIVER SHARED-USE PATH

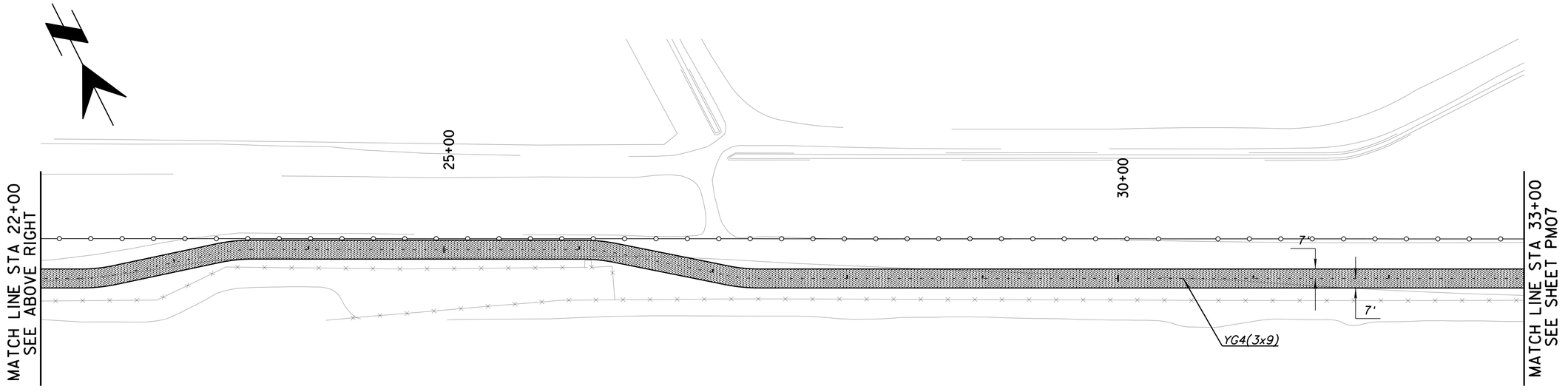
Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

SCALES: HORIZ. N/A VERT. N/A

SHEET PM05 OF PM12

PAGE 30 OF 66





NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

		DATE
DESIGNED:	CR	06/21
DRAWN:	CR / RC	06/21
CHECKED:	KL	06/21
PROJ. ENG.:	KL	06/21

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SCALES:	HORIZ. 1"=40'	SHEET PM06 OF PM12	PAGE 31 OF 66
	VERT. N/A		

Council-Regular Meeting **D4**

Meeting Date: 03/07/2023

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: March 7, 2023

Strategic Plan Focus Area:
Not Applicable

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

Discussion:

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

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

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

This evening we are only asking Mayor and Council to review the list of proposed changes and provide staff with feedback and direction regarding proposed changes. Information received tonight will be incorporated into the proposed changes which will be brought back for consideration and possible approval on May 16, 2023.

Pursuant to A.R.S. Section 9-499.15, the Town will properly post notice of possible changes to the Comprehensive Fee Schedule. This statute requires that the Town

provide notice on its website of any new or increased fees for businesses at least 60 days before the meeting at which the new fees and/or fee increases will be considered for approval.

Staff Recommendation:
Council's pleasure.

Suggested Motion:
Council's pleasure.

Attachments

Presentation
Exhibit

Comprehensive Fee Schedule Update

Yiannis Kalaitzidis, CPA
Finance Director

March 7, 2023

BACKGROUND & FY 2024 GOALS

- First comprehensive schedule in 2009
- Commitment to maintaining the schedule
- Goals in comprehensive fee schedule update
  - Standardize fees across departments
  - Ensure fees are fair, equitable and reflect the value of services provided to customers
  - Eliminate errors, inconsistencies and unused items within the existing comprehensive fee schedule
  - Identify opportunities to streamline, consolidate and modernize to encourage/facilitate development

FY 2024 CHANGE SUMMARY

- Total of 38 Requested Changes for FY 2024 Update
  - Added Fees: 6
  - Eliminated Fees: 7
  - Total Changes to Existing Fees: 25
    - Modifications: 12
    - Clarifications: 5
    - Increases: 7
    - Decreases: 1

FY 2023-2024 TIMELINE

Fiscal Year 2023-24	
Dates:	**Task Description:**
December 5, 2022	Comprehensive Fee Schedule kick-off (email distribution)
January 6, 2023	Comprehensive Fee Schedule proposed changes to Finance
January 11, 2023	Comprehensive Fee Schedule proposed changes to committee members
January 24, 2023	Comprehensive Fee Schedule committee meeting #1
February 1, 2023	Comprehensive Fee Schedule committee meeting #2
February 13, 2023	Review & discussion proposed changes with Manager's Office
February 14, 2023	Outreach to MPA/SABA/ other relevant stakeholders
March 7, 2023	Council Regular Meeting
March 15, 2023	Comprehensive Fee Schedule Notice of Proposed Changes
May 16, 2023	Possible adoption date of new fee structure

Notice of intent to consider changes posted at least 60 days prior to meeting (ARS §9-499.15)

Outreach to possible stakeholders

DEVELOPMENT SERVICES PROPOSED CHANGES

Proposed Additions:

- License Agreement Annual Assessment; Commercial Use
- Construction Early Work Permit
- Special Event Permit – Major 1000 or more attending

Proposed Eliminations

- Right of Way Abandonment – Legal Noticing
- Release of Easement – Legal Notice
- Dedication of Right of way or easement by separate instrument title report and closing fees
- Dedication of Right of way or easement by separate instrument surveyor fees
- Dedication of Right of way or easement by separate instrument appraisal fees

DEVELOPMENT SERVICES PROPOSED CHANGES

Proposed Changes:

- Modification or Waiver of Rezoning Conditions
- Preliminary Plat Package
- Residential Design Plan
- Water Plan Review
- Right-of-Way Abandonment
- Release of Easement
- New Easements and/or Dedication by Separate Instrument
- License Agreement
- Special Event Permit – Minor less than 1000 attending
- Special Event Expedited Review Fee – Minor less than 1000 attending

PARKS & RECREATION: PROPOSED CHANGES

Proposed Fee Additions:

- Senior Program Daily Drop In
- Reservations
- Facility Cancellation Fee

Proposed Fee Eliminations:

- Signature Event Vendor Fee - Non Food Vendor- Double

Proposed Fee Changes:

- Signature Event Food Vendor Fee - For Profit
- Signature Event Food Vendor Fee - For Profit - Large Space
- Signature Event Vendor Fee - Non Food Vendor- Single
- Signature Event Vendor Fee- Nonprofit
- Parks & Recreation Activity Registration or Refund Administration Fee

POLICE DEPARTMENT: PROPOSED CHANGES

Proposed Fee Changes:

- Extra-duty Police Services; Lieutenant; Hourly Holiday Rate
- Extra-duty Police Services; Sergeant; Hourly Holiday Rate
- Extra-duty Police Services; Officer; Hourly Holiday Rate
- Extra-duty Police Services; Dispatcher; Hourly Holiday Rate

WATER DEPARTMENT PROPOSED CHANGES

Proposed Eliminations:

- Standpipe Card Replacement Fee

Proposed Changes:

- Water Use Charge; Standpipe/Hydrant Meters and Irrigation Uses (Billed Monthly)
- Water Use Charge; Multi-family, Commercial, Industrial, Government (Billed Monthly)

COURTS/FINANCE PROPOSED CHANGES

Courts Proposed Changes:

- Administrative Warrant Fee
- Court Improvement Fee

Finance Proposed Changes:

- Business License; Full Year; Initial Fee
- Online Returned Check Fee

DISCUSSION

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
DEPARTMENT: Development Services					
Addition					Establish a fee to cover the cost of obtaining and review of updated insurance ($150 for approx. 2 hours) plus an additional cost for use of Town's property ($100).
	License Agreement Annual Assessment; Commercial Use	$250.00	Per Year, Per Agreement	Annual renewal fee assessed annually based on the original license agreement date. For commercial use zone. Agreements entered after 07/01/2023.	
	License Agreement Annual Assessment; Commercial Use	$250.00	Per Year, Per Agreement	Annual renewal fee assessed annually based on the original license agreement date. For commercial use zone. Agreements entered after 07/01/2023.	
Addition					Establish a fee to cover the review and processing time for this permit allowed per Town Code Chapter 11-5 (Noise), Section 11-5-4. (Construction noise). This type of activity is typically tied to commercial development projects

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
					which have increased. Therefore, we have also seen an increase in requests for early work permits.
	Construction Early Work Permit	$150.00	Per application	Private development projects only	
	Construction Early Work Permit	$150.00	Per application	Private development projects only	
Addition					Creating a new fee for larger events, 1000 or greater attending to account for the extra staff time required for review, coordination and meetings with the applicant. A similar structure was found throughout the region.
	Special Event Permit – Major 1000 or more attending	$1000.00	Per application	Does not apply to events where park exclusive use fee is paid. Includes safety inspection. Right-of-way and traffic control review if applicable to event.	
	Special Event Permit – Major 1000 or more attending	$1000.00	Per application	Does not apply to events where park exclusive use fee is paid. Includes safety inspection, right-of-way and traffic control review if applicable to the event.	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
Elimination	Right of Way Abandonment – Legal Noticing	See Note	Per Notice	Fee is actual cost to applicant	This fee has been consolidated into the application fee line item named "Right of Way abandonment" by being added to the existing notes as an additional pass through cost.
	~~Right of Way Abandonment – Legal Noticing~~	~~See Note~~	~~Per Notice~~	~~Fee is actual cost to applicant~~	
Elimination	Release of Easement – Legal Notice	See Note	Per Notice	Fee is actual cost to applicant	This fee has been consolidated into the application fee line item named "Release of Easement" by being added to the existing notes as an additional pass through cost.
	~~Release of Easement – Legal Notice~~	~~See Note~~	~~Per Notice~~	~~Fee is actual cost to applicant~~	
Elimination	Dedication of Right of way or easement by separate instrument	See Note	Per ROW/Easement	Fee is actual cost to applicant	This fee has been consolidated into the application fee line item named "New Easements

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	title report and closing fees				and/or Dedications by separate instrument" by being added to the notes as a pass through cost.
	~~Dedication of Right of way or easement by separate instrument title report and closing fees~~	~~See Note~~	~~Per ROW/Easement~~	~~Fee is actual cost to applicant~~	
Elimination	Dedication of Right of way or easement by separate instrument surveyor fees	See Note	Per ROW/Easement	Fee is actual cost to applicant	This fee has been consolidated into the application fee line item named "New Easements and/or Dedications by separate instrument" by being added to the notes as a pass through cost.
	~~Dedication of Right of way or easement by separate instrument surveyor fees~~	~~See Note~~	~~Per ROW/Easement~~	~~Fee is actual cost to applicant~~	
Elimination	Dedication of Right of way or easement by separate instrument appraisal fees	See Note	Per ROW/Easement	Fee is actual cost to applicant	This fee has been consolidated into the application fee line item named "New Easements and/or Dedications by

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
					separate instrument" by being added to the notes as a pass through cost.
	~~Dedication of Right of way or easement by separate instrument appraisal fees~~	~~See Note~~	~~Per ROW/Easement~~	~~Fee is actual cost to applicant~~	
Modification	Special Event Permit	$50.00	Per application	Does not apply to events produced by the Town or where park exclusive use fee is paid. Includes safety inspection. Right-of-way and traffic control review if applicable to event.	Modify this fee to become a minor event fee, less than 1000 attending. A major fee will be added for larger events of 1000 or greater at a higher rate to account for the extra staff time. A similar structure was found throughout the region.
	Special Event Permit – Minor less than 1000 attending	$50.00	Per application	Does not apply to events ~~produced by the Town or~~ where park exclusive use fee is paid. Includes safety inspection. Right-of-way and traffic control review if applicable to event.	
	Special Event Permit – Minor less than 1000 attending	$50.00	Per application	Does not apply to events where park exclusive use fee is paid. Includes safety inspection, right-of-way and traffic control review if applicable to the event.	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
Modification	Special Event Expedited Review Fee	$25.00	Per application	Plus any other applicable fees. Applies if application submitted less than 7 calendar days before event. Does not apply to events produced by the Town.	Modify this fee to become a minor event fee, less than 1000 in attendance. A major fee will be added for larger events of 1000 or greater at a higher. Removed timing as this is addressed in code.
	Special Event Expedited Review Fee – Minor less than 1000 attending	$25.00	Per application	Plus any other applicable fees. ~~Applies if application is submitted less than 7 calendar days before the event. Does not apply to events produced by the Town.~~	
	Special Event Expedited Review Fee – Minor less than 1000 attending	$25.00	Per application	Plus any other applicable fees.	
Modification	Modification or Waiver of Rezoning Conditions	$250.00	Per conditions or condition subsection		Fee increased to more accurately reflect the level of work involved with this request, including staff review, public noticing, and staff reports. Factored in cost of public hearing advertising which is on average $75 for each public hearing. Revised to be a flat fee, allowing for multiple changes presented under the same rezoning application.

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
		~~$250.00~~ 750.00	Per ~~conditions or condition subsection~~ application		
	Modification or Waiver of Rezoning Conditions	$750.00	Per application		
Modification	Preliminary Plat Package	$6,180 Base + $70 per acre	Per Application	One-time fee includes review of preliminary plat, landscape plan, improvement plans, title, drainage, geotechnical, and traffic reports.	Correction of typo. The fee calculation was based on the preliminary plat fee which charges per lot. The original intention of this fee was to charge per lot as well, not per acre.
		$6,180 Base + $70 per lot ~~acre~~			
	Preliminary Plat Package	$6,180 Base + $70 per lot	Per Application	One-time fee includes review of preliminary plat, landscape plan, improvement plans, title, drainage, geotechnical, and traffic reports.	
Modification	Residential Design Plan	$1250.00	Per Submittal		Price changed to reflect the level of work associated with this review. Approx. 2 hours of review time and 2 hours of admin processing time.

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
		~~$1250.00~~ $300.00	Per ~~submittal~~ Application		
	Residential Design Plan	$300.00	Per Application		
Modification	Water Plan Review	$700.00	Per application	Revisions to accepted plans are 30% of original fee. For Marana Water service areas, additional Marana Water review fees apply.	Updating description to include sewer plans. At the request of the sewer providers (Marana & Pima County) a sewer plan will now be a stand-alone plan set like what was done for the water plan last year. The review and processing time is comparable between the water and sewer plans allowing the use of an existing established fee.
	Water or Sewer Plan Review			Revisions to accepted plans are 30% of original fee. For water or sewer plans in Marana Water service areas, additional Marana Water review fees apply.	
	Water or Sewer Plan Review	$700.00	Per application	Revisions to accepted plans are 30% of original fee. For water or sewer plans in Marana Water service areas, additional	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
				Marana Water review fees apply.	
Modification	Right-of-Way Abandonment	$2500.00	Per submittal	$2500.00 + actual cost for appraisal, title, closing and/or survey fees	Modification of the notes to consolidate and clarify all potential pass through costs.
		~~$2500.00~~ See Note		~~$2500.00 + actual cost for appraisal, title, closing and/or survey fees~~ $2500 and pass through cost for survey, appraisal, title/recording fees and legal noticing. Fee does not include compensation to the Town for the negotiated land value.	
	Right-of-Way Abandonment	See Note	Per submittal	$2500 and pass through cost for survey, appraisal, title/recording fees and legal noticing. Fee does not include compensation to the Town for the negotiated land value.	
Modification	Release of Easement	$655.00	Per submittal	$655.00 + actual cost for appraisal, title, closing and/or survey fees.	Modification of the notes to consolidate and clarify all potential pass through costs.
		~~$655.00~~ See Note	Per submittal	~~655.00 + actual cost for appraisal, title, closing and/or survey fees.~~ $655 and pass through cost for survey, appraisal,	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
				title/recording fees and legal noticing. Fee does not include compensation to the Town for the negotiated land value.	
	Release of Easement	See Note	Per submittal	$655 and pass through cost for survey, appraisal, title/recording fees and legal noticing. Fee does not include compensation to the Town for the negotiated land value.	
Modification	New Easements and/or Dedications by separate instrument	See Note	Per easement or dedication	Fee is for dedications as a result of development and does not apply in cases where the Town requests ROW or easement absent of development. $350.00 for one easement and/or dedication (includes title review). $100.00 for each additional easement and/or dedication relating to the same property.	Modification of the notes to consolidate and clarify all potential pass through costs.
				Fee is for dedications as a result of development and does not apply in cases where the Town requests ROW or easement absent of development. $350.00 for one easement and/or dedication (includes title review). $100.00 for each	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
				additional easement and/or dedication relating to the same property. Plus additional pass through cost for survey, appraisal, title/recording fees and legal noticing.	
	New Easements and/or Dedications by separate instrument	See Note	Per easement or dedication	Fee is for dedications as a result of development and does not apply in cases where the Town requests ROW or easement absent of development. $350.00 for one easement and/or dedication (includes title review). $100.00 for each additional easement and/or dedication relating to the same property. Plus additional pass through cost for survey, appraisal, title/recording fees and legal noticing.	
Modification	License Agreement	$1000.00	See Note	$1000.00 + actual cost for appraisal and/or survey fees. Fee for new license agreements.	Modification of the notes to clarify all potential pass through costs, added legal noticing.
		~~$1000.00~~ See Note	~~See Note~~ Per Submittal	~~$1000.00 + actual cost for appraisal and/or survey fees.~~ Fee for new license agreements. $1000.00 and pass through cost for survey, appraisal,	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
				title/recording fees and legal noticing.	
	License Agreement	See Note	Per Submittal	Fee for new license agreements. $1000.00 and pass through cost for survey, appraisal, title/recording fees and legal noticing.	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
DEPARTMENT: Parks and Recreation					
Addition					Increase membership options for our Senior Programs.
	Senior Program Daily Drop In Fee	$ 2.00	Per Day	Access to the Senior Program for one day	
	Senior Program Daily Drop In Fee	$ 2.00	Per Day	Access to the Senior Program for one day	
Addition					Incorporating to the comp fee schedule from reservation agreement.
	Reservations	See Notes	Per Rental	Any changes to a reservation must be submitted in writing or by email at least three (3) days before the first day of rental. A refund can be issued for cancellations made at least four (4) days prior to the reservation date.	
	Reservations	See Notes	Per Rental	Any changes to a reservation must be submitted in writing or by email at least three (3) days before the first day of rental. A refund can be issued for cancellations made at least four (4) days prior to the reservation date.	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
Addition					Incorporating to the fee schedule under Park Rentals, from reservation agreement.
	Facility Cancellation Fee for: Park Facility Rental: Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court, available turf areas; Standard Ramada Rental; Event Ramada Rental; Park Rental Bundle; Youth Non-Profit Contract User Groups; Park Facility Rental; Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court (Premium Hour Fee)	10 % of Refund Amount	Per Reservation Cancelation	Any cancelations to a reservation must be submitted in writing or by email at least three days before the reservation date. The Facility Cancellation Fee will apply to cancellations made less than three days before the reservation date.	
	Facility Cancellation Fee for: Park Facility Rental: Multi-Purpose, Baseball, Softball Field,	10 % of Refund Amount	Per Reservation Cancelation	Any cancelations to a reservation must be submitted in writing or by email at least three days before the reservation date. The Facility Cancellation Fee will apply to	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	Basketball Court, Tennis Court or Volleyball Court, available turf areas; Standard Ramada Rental; Event Ramada Rental; Park Rental Bundle; Youth Non-Profit Contract User Groups; Park Facility Rental; Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court (Premium Hour Fee)			cancellations made less than three days before the reservation date.	
Elimination	Signature Event Vendor Fee - Non Food Vendor- Double	$300/Event	Per event	This fee is for a double booth.	Removing fee duplication as the existing single fee ($150) can be charged twice as needed.
	~~Signature Event Vendor Fee - Non Food Vendor- Double~~	~~$300/Event~~	~~Per event~~	~~This fee is for a double booth.~~	
Modification	Signature Event Food Vendor Fee - For Profit	$125/Event	Per event	For food vendors 10'x10' - 10'x25' space.	Include notes to clarify the charge covers electricity & temporary business license fee

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
				For food vendors 10'x10' - 10'x25' space. Includes electricity and waives cost for temporary business license	
	Signature Event Food Vendor Fee - For Profit	$125/Event	Per event	For food vendors 10'x10' - 10'x25' space. Includes electricity and waives cost for temporary business license	
Modification	Signature Event Food Vendor Fee - For Profit - Large Space	$150/Event	Per event	For food vendors 10'x30' and larger.	Include notes to clarify the charge covers electricity & temporary business license fee
				For food vendors 10'x30' and larger. Includes electricity and waives cost for temporary business license	
	Signature Event Food Vendor Fee - For Profit - Large Space	$150/Event	Per event	For food vendors 10'x30' and larger. Includes electricity and waives cost for temporary business license	
Modification	Signature Event Vendor Fee - Non Food Vendor- Single	$125/Event	Per event	This fee is for a single booth.	Include notes to clarify the charge covers electricity & temporary business license fee
				This fee is for a single booth. Includes electricity upon request and waives cost for temporary business license	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	Signature Event Vendor Fee - Non Food Vendor- Single	$125\Event	Per Event	This fee is for a single booth. Includes electricity upon request and waives cost for temporary business license	
Modification	Signature Event Vendor Fee - Nonprofit	$50.00	Per event	Includes vendor space and electricity.	Matching note for non-food vendor.
				Includes vendor space and electricity upon request	
	Signature Event Vendor Fee - Nonprofit	$50.00	Per event	Includes vendor space and electricity upon request	
Modification	Parks & Recreation Activity Registration or Facility Cancellation or Refund Administration Fee	10% of Refund Amount	Per cancellation or refund	Charged only when cancellation is due to fault of client prior to program start. If refunds are required & no fault of client - charge is waived.	Incorporating notes to the fee schedule from reservation agreement for consistency.
	Parks & Recreation Activity Registration or ~~Facility Cancellation or~~ Refund Administration Fee	10% of Refund Amount	Per cancellation or refund	~~Charged only when cancellation is due to fault of client prior to program start. If refunds are required & no fault of client - charge is waived.~~ All refunds, unless refund not due to the fault of the customer, are subject to a 10% Administrative Fee, and online processing (convenience) fees are non-refundable. Refund requests must be emailed to marana.parks@maranaAZ.gov.	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	Parks & Recreation Activity Registration or Refund Administration Fee	10% of Refund Amount	Per cancellation or refund	All refunds, unless refund not due to the fault of the customer, are subject to a 10% Administrative Fee, and online processing (convenience) fees are non-refundable. Refund requests must be emailed to marana.parks@maranaAZ.gov.	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
DEPARTMENT: Police					
Modification	Extra-duty Police Services; Lieutenant; Hourly Holiday Rate	$ 82.50	Per hour	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	Adjusting holiday rate to align with changes made to the extra duty rates July 2022. This increase would be an added incentive and it would ensure we are still able to provide Extra Duty Services without drawing from operational resources (officers on patrol).
		~~$ 82.50~~ $ 97.50			

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	Extra-duty Police Services; Lieutenant; Hourly Holiday Rate	$ 97.50	Per Hour	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	
Modification	Extra-duty Police Services; Sergeant; Hourly Holiday Rate	$ 75.00	Per Hour	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	Adjusting holiday rate to align with changes made to the extra duty rates July 2022. This increase would be an added incentive and it would ensure we are still able to provide Extra Duty Services without drawing from operational resources (officers on patrol).
		~~$ 75.00~~ $ 90.00			

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	Extra-duty Police Services; Sergeant; Hourly Holiday Rate	$ 90.00	Per Hour	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	
Modification	Extra-duty Police Services; Officer; Hourly Holiday Rate	$ 67.50	Per Hour	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	Adjusting holiday rate to align with changes made to the extra duty rates July 2022. This increase would be an added incentive and it would ensure we are still able to provide Extra Duty Services without drawing from operational resources (officers on patrol).
		~~$ 67.50~~ $ 82.50			

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	Extra-duty Police Services; Officer; Hourly Holiday Rate	$ 82.50	Per Hour	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	
Modification	Extra-duty Police Services; Dispatcher; Hourly Holiday Rate	$ 52.50	Per Hour	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	Adjusting holiday rate to align with changes made to the extra duty rates July 2022. This increase would be an added incentive and it would ensure we are still able to provide Extra Duty Services without drawing from operational resources (officers on patrol).
		~~$ 52.50~~ $ 67.50			

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	Extra-duty Police Services; Dispatcher; Hourly Holiday Rate	$ 67.50	Per Hour	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
DEPARTMENT: Water					
Elimination	Standpipe Card Replacement Fee	$10.00	Per standpipe		Standpipe cards are no longer issued. Customers are now assigned an account number.
	~~Standpipe Card Replacement Fee~~	~~$10.00~~	~~Per standpipe~~		
Modification	Water Use Charge; Standpipe/Hydrant Meters (Billed Monthly)	$ 5.12[13]	Per 1,000 Gallons		Add “and irrigation uses” to agree with existing rate study.
	Water Use Charge; Standpipe/Hydrant Meters and Irrigation Uses (Billed Monthly)				
	Water Use Charge; Standpipe/Hydrant Meters and Irrigation Uses (Billed Monthly)	$ 5.12[13]	Per 1,000 Gallons		
Modification	Water Use Charge; Multi-family, Commercial, Industrial, Government and Irrigation Uses (Billed Monthly)	$ 4.65[14]	Per 1,000 Gallons		Remove “and irrigation uses” to agree with existing rate study.
	Water Use Charge; Multi-family, Commercial, Industrial, Government ~~and~~				

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	~~Irrigation~~ ~~Uses~~ (Billed Monthly)				
	Water Use Charge; Multi-family, Commercial, Industrial, Government (Billed Monthly)	$ 4.65[14]	Per 1,000 Gallons		

[13]Increases to $5.12 effective January 1, 2023; and to $5.27 effective January 1, 2024
[14]Increases to $4.65 effective January 1, 2023; and to $4.79 effective January 1, 2024

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
DEPARTMENT: Court					
Modification	Administrative Warrant Fee	$30.00	Per warrant	Town Magistrate may waive fee based on defendant's financial report or in the interests of justice	Warrant fee is assessed once per case regardless of how many warrants are issued on the case over a period of time.
			~~Per warrant~~ Per case		
	Administrative Warrant Fee	$30.00	Per case	Town Magistrate may waive fee based on defendant's financial report or in the interests of justice	
Modification	Court Improvement Fee	$35.00	Per citation	Town Magistrate may waive fee based on defendant's financial report or in the interests of justice	Increase in fee to cover additional surcharges imposed by the state. The last increase in this fee was 10/2007.
		~~$35~~ $40.00			
	Court Improvement Fee	$40.00	Per citation	Town Magistrate may waive fee based on defendant's financial report or in the interests of justice	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
DEPARTMENT: Finance					
Modification	Business License; Full Year; Initial Fee	$ 50.00	Per License	$40.00 Refundable if license application is denied	Increase will put us in line with neighboring jurisdictions but still within a reasonable amount to continue to encourage businesses within the Town. Cost comparison to Tucson, Oro Valley, & Sahuarita. Refundable fee will remain the same to cover administrative costs upon denial of license. Update to verbiage to create clarity for applicants on applicable business type.
		~~$ 50.00~~ $ 60.00		$40.00 Refundable if license application is denied. Applies to standard, mobile food vendor, and peddler.	
	Business License; Full Year; Initial Fee	$ 60.00	Per License	$40.00 Refundable if license application is denied. Applies to standard, mobile food vendor, and peddler.	
Modification	Online Returned Check Fee	$ 10.00	Per Violation	NSF (for online and phone check/savings transactions with insufficient funds)	Update the description and notes on the fee to reflect online payment returns that

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
					could be for multiple reasons not only NSF.
	Online Return ~~Check~~ Payment Fee			~~NSF (for online and phone check/savings transactions with insufficient funds)~~	
	Online Return Payment Fee	$ 10.00	Per Violation		