



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, December 5, 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 December 5, 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

PR1 Proclamation Recognizing Pima County Supervisor Sharon Bronson (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

- C1 Resolution No. 2023-119: Relating to Development; approving a release of assurances for Gladden Farms Block 42 Lots 1-157 & Common Areas and accepting public improvements for maintenance (Jason Angell)
- C2 Resolution No. 2023-120: Relating to the Police Department; approving and authorizing the Interim Chief of Police to execute a Data Access/Exchange Agreement between the Town of Marana and the Arizona Department of Transportation regarding the Accident Location Information and Surveillance System (ALISS) database and the Arizona Crash Information System (ACIS) (Libby Shelton)
- C3 Resolution No. 2023-121: Relating to Finance; declaring, for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to a Town Community Center Capital Improvement Project (Yiannis Kalaitzidis)
- C4 Approval of Regular Council Meeting Summary Minutes of November 21, 2023 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

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)

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

PR1

Meeting Date: 12/05/2023

Date: December 5, 2023

Subject: Proclamation Recognizing Pima County Supervisor Sharon Bronson (David L. Udall)

Attachments

Proclamation



PROCLAMATION
Recognizing Pima County Supervisor Sharon Bronson

WHEREAS, it is with great honor that the Town of Marana recognizes Sharon Bronson for her long and distinguished career on the Pima County Board of Supervisors; and

WHEREAS, elected in 1996, Sharon Bronson is the longest-serving Supervisor in the County's history and became the first woman ever elected to represent District 3; and

WHEREAS, during her 27 years of service, Sharon Bronson has made significant contributions to the Town and has been a strong supporter of initiatives and efforts that best serve the community; and

WHEREAS, Sharon Bronson was an advocate for the extension of bank protection along the Santa Cruz River that protects North Marana; and

WHEREAS, Sharon Bronson was instrumental in working with the Town to secure a \$1 million wastewater facilities grant for the Honea Heights Subdivision; and

WHEREAS, most recently, Sharon Bronson advocated for the contribution of \$100,000 for fiscal year 2024 to the Marana Food Bank and Community Resource Center to ensure Marana residents have local access to food assistance programs; and

WHEREAS, due to her exceptional leadership, the Town of Marana and Pima County have a strong and collaborative partnership and are able to advance mutual priorities by working together; and

WHEREAS, Sharon Bronson has not only been an advocate for Marana but also a friend to many Town Council Members, Town Staff, and community members; and

WHEREAS, the Mayor, Council Members and the Marana Community do sincerely extend their appreciation to Sharon Bronson for her leadership and dedicated service to the region.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby recognize and commend Sharon Bronson for her many years of service and for the profound impact she has had on the Town of Marana and the region.

Dated this 5th day of December, 2023.

ATTEST:

David L. Udall, Town Clerk



Ed Honea, Mayor



Council-Regular Meeting

C1

Meeting Date: 12/05/2023

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Dustin Ward, Development Engineering Division Manager

Date: December 5, 2023

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2023-119: Relating to Development; approving a release of assurances for Gladden Farms Block 42 Lots 1-157 & Common Areas and accepting public improvements for maintenance (Jason Angell)

Discussion:

Gladden Farms Block 42 Lots 1-157 and Common Areas "A", "B-1"- "B-19", and "C-1"- "C-2" are located along Tangerine Road east of Midfeld Road. The final plat was recorded in the Pima County Recorder's Office on March 21, 2022, at Sequence Number 20220800235.

The Town has a third-party trust assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Gladden Farms Block 42 Lots 1-157 acceptable to town standards in accordance with the assurance agreement, including the completion of public infrastructure consisting of a potable water system and a public sewer system.

If approved, this resolution will release the Gladden Farms Block 42 Lots 1-157 assurances and accept the water and sewer systems for maintenance.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-119.

Suggested Motion:

I move to adopt Resolution No. 2023-119, approving a release of assurances for Gladden Farms Block 42 Lots 1-157 & Common Areas and accepting public improvements for maintenance.

Attachments

Resolution No. 2023-119

Location Map

MARANA RESOLUTION NO. 2023-119

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR GLADDEN FARMS BLOCK 42 LOTS 1-157 & COMMON AREAS AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for Gladden Farms Block 42 Lots 1-157 & Common Areas “A” (Private Street), “B-1”-“B-19” (Recreation, Landscape, Utilities, Drainage and Grading), and “C-1”-“C-2” (Landscaping, Utilities, Drainage, and Grading) was recorded in the Pima County Recorder’s Office on March 21, 2022 at Sequence 20220800235 (hereinafter “Gladden Farms Block 42”); and

WHEREAS the Town has a substitute third party trust assurance agreement (the “Assurance Agreement”) with Gladden 2021, LLC (the “Subdivider”) and Fidelity National Title Agency, Inc, under Trust number 60,524, recorded in the Pima County Recorder’s Office on March, 21, 2022 at Sequence 20220800286, assuring the completion of public improvements for Gladden Farms Block 42; and

WHEREAS the Subdivider has completed the public improvements for Gladden Farms Block 42 acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance the potable water system serving Gladden Farms Block 42, consisting of approximately 5,156 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances.

Section 3. The Town accepts for maintenance the sanitary sewer system serving Gladden Farms Block 42, consisting of approximately 4,358 linear feet of conveyance system and appurtenances.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of December, 2023.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCH03" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 26.517 ACRES; 1,155,093 SQUARE FEET.
2. THE EXISTING ZONING IS SP (SPECIFIC PLAN - GLADDEN FARMS II) PER ORDINANCE NO. 2006.03. THE LAND USE DESIGNATION IS HIGH DENSITY RESIDENTIAL (HDR).
3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 157. THE DENSITY IS 5.92 RAC.
4. MINIMUM ALLOWABLE LOT SIZE FOR SMALL-LOT SINGLE-FAMILY DETACHED IS 3,500 SQUARE FEET PER THE HDR LAND USE DESIGNATION.
5. MINIMUM LOT SIZE: 3,569 SF. MAXIMUM LOT SIZE: 4,649 SF. AVERAGE LOT SIZE: 3,991 SF.
6. MAXIMUM BUILDING HEIGHT: 30 FEET
7. MINIMUM SITE SETBACKS:
FRONT: 10 FEET
MAY BE REDUCED TO 5 FEET WITH SIDE LOADED GARAGE*
FRONT PORCH: 5 FEET*
FRONT-LOADED GARAGE: 20 FEET
SIDE-LOADED GARAGE: 5 FEET*
* MAY NOT ENCRATCH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED.
SIDE: 0 FEET
MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT FOR Z-LOT LINES.
ACCESSORY STRUCTURES: 5 FEET
10 FEET
REAR: MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE
PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
8. PARKING SPACES REQUIRED: (2 FOR EACH FAMILY UNIT WITHIN A FULLY ENCLOSED GARAGE) = 314 SPACES
PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 628 SPACES
9. THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
COMMON AREA "A" (PRIVATE STREETS) IS 5.39 AC, 234,677 SF
COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 2.83 AC, 123,400 SF
COMMON AREA "C" (LANDSCAPE, UTILITIES DRAINAGE AND GRADING) IS 3.91 AC, 170,468 SF
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
13. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLE EASEMENTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. TOTAL MILES OF NEW PRIVATE STREET IS 1.03.
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
17. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
18. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,000 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO ARRIVAL OF COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.
19. POTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER UTILITY AND NON-POTABLE WATER SHALL BE PROVIDED BY THE CORTARO-MARANA IRRIGATION DISTRICT.
20. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH IMPROVEMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH STATE STATUTES.

GENERAL NOTES - CONTINUED

21. PER THE GLADDEN II SPECIFIC PLAN SECTION III.L. OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.4.E DEVELOPMENT STANDARDS - HDR LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 29,045 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 49,587 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED IN COMMON AREA "B-1".
22. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHT. AVIGATION EASEMENT AND RELEASE RECORDED AT DOCKET 13063, PAGE 4202.

SEE SHEET 3 FOR ADDITIONAL NOTES

DEDICATION

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

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

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

COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AT SEQ# 20220800235 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,524, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

BY: Rachel Turnipseed
TRUST OFFICIAL

3-3-2022
DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS.
COUNTY OF PIMA }

ON THIS 3 DAY OF MARCH, 2022, BEFORE ME PERSONALLY APPEARED RACHEL TURNIPSEED WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY INC. TRUST NO. 60,524, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

Rachel Turnipseed
MY COMMISSION EXPIRES MAY 18, 2023

BENEFICIARY

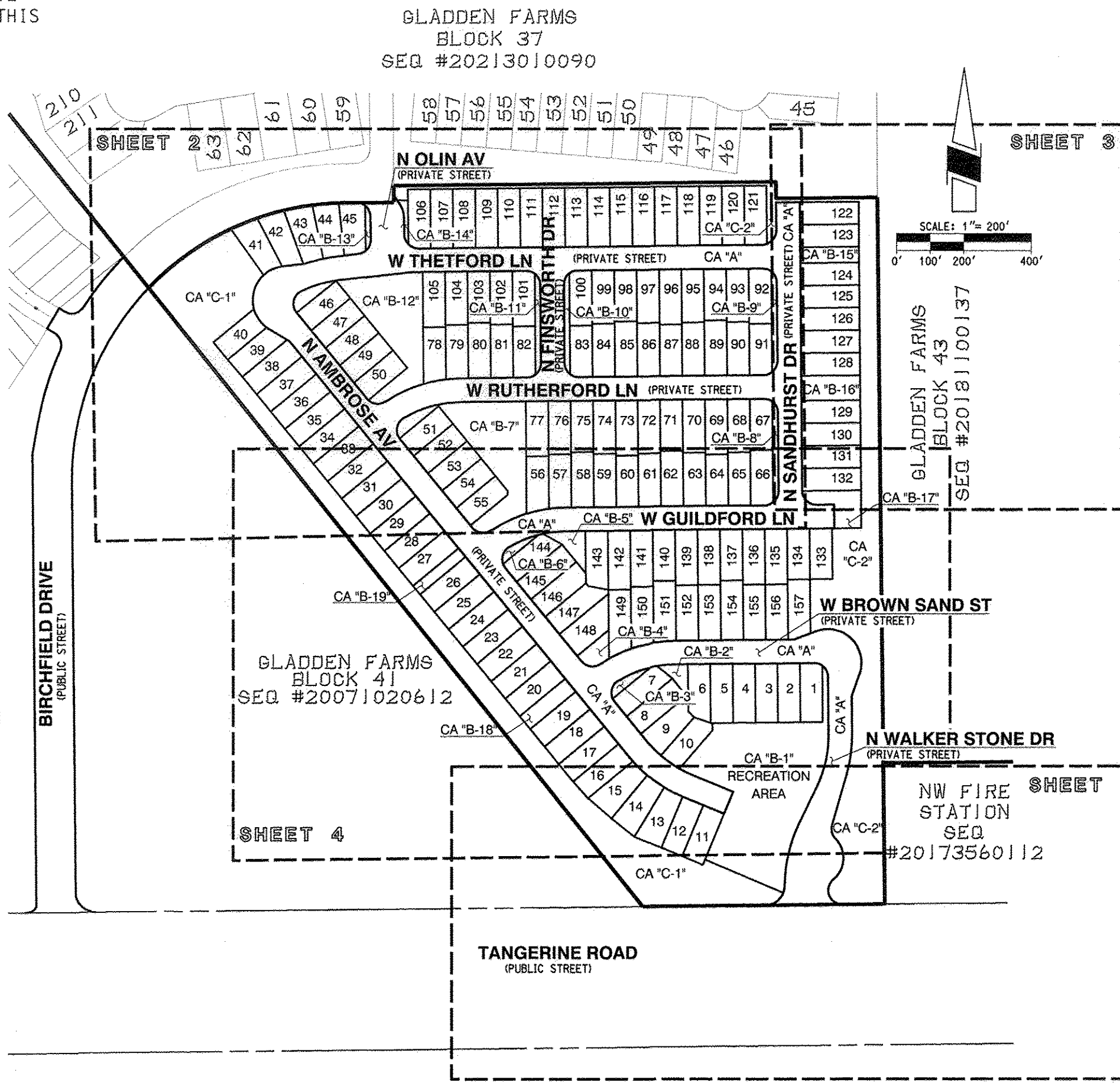
* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE BENEFICIARIES OF TRUST NO. 60,524, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST ARE:

GLADDEN 2021, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
251 LITTLE FALLS DRIVE
WILMINGTON, DELAWARE 19808

ADMINISTRATIVE ADDRESS

10404 WEST TANGERINE ROAD, MARANA, ARIZONA 85653

(a) County of Recordation PIMA
(b) Date of Recording 03/21/2022
(c) Fee/Recording Number 20220800235



ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,524, FOR LOTS 1-157 AND ASSOCIATED COMMON AREAS AS RECORDED IN SEQ #20220800235 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: El Huen
TOWN OF MARANA

DATE

RECORDING

SEQ: #20220800235

FEE: \$54.00

STATE OF ARIZONA } SS.
COUNTY OF PIMA }

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.

DATE March 21, 2022
TIME 11:55 AM

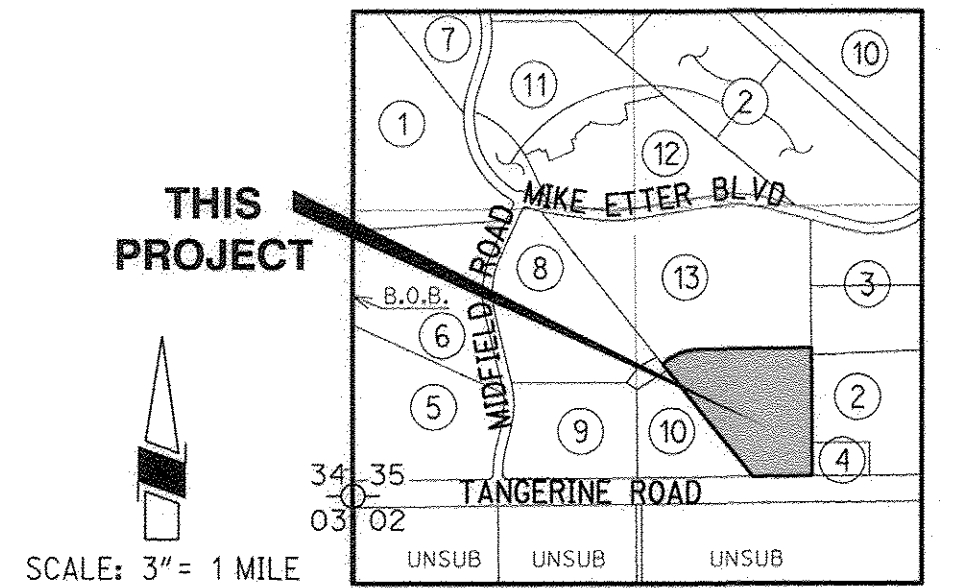
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
GABRIELLA CAZARES-KELLY, COUNTY RECORDER
BY: Melissa Harrison
DEPUTY

CERTIFICATION OF SURVEY

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



- 1 SEQ #20192910094
- 2 SEQ #20181100137
- 3 SEQ #20190530030
- 4 SEQ #20173560112
- 5 SEQ #20121740308
- 6 SEQ #20182500081
- 7 SEQ #20173130070
- 8 SEQ #20193310053
- 9 SEQ #20190530029
- 10 SEQ #20071020612
- 11 SEQ #20211550210
- 12 SEQ #20212180270
- 13 SEQ #20213010090



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

SHEET INDEX

- 1 COVER SHEET
- 2-5 FINAL PLAT SHEETS AND TABLES

LEGEND

SYMBOL	ITEM
	BOUNDARY MONUMENT NOT SET DUE TO ONGOING CONSTRUCTION
	FOUND SURVEY MONUMENT, AS NOTED
	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 20)
	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION OF CONSTRUCTION
	DRIVEWAY ORIENTATION ON LOTS
	SIGHT VISIBILITY TRIANGLE
	QUARTER SECTION CORNER
	LOT NUMBER
	EXIST R/W
	SECTION LINE
	SUBDIVISION BOUNDARY
	LOT LINE
	CENTERLINE
	EASEMENT BOUNDARY

Maps not picked up in 45 days will be recycled. 3/21/22

TOWN OF MARANA APPROVALS

MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER H. Chen P.E. 10 MAR 22 DATE
MARANA PLANNING MANAGER John Chubb Mar 10 22 DATE
MARANA WATER DIRECTOR W. J. J. Mar 10 22 DATE

CERTIFICATION

I, Cherry L. Lawson, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE 15 DAY OF MARCH, 2022.

Cherry L. Lawson
CLERK OF THE TOWN OF MARANA

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR W. J. J.

FINAL PLAT FOR GLADDEN FARMS

BLOCK 42

LOTS 1-157 & COMMON AREAS "A", "B-1"- "B-19", & "C-1"- "C-2"

COMMON AREA "A" (PRIVATE STREET)
COMMON AREA "B-1" THRU "B-19" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "C-1" THRU "C-2" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

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

RELATED CASES: PC21708-002, PRV1710-002, PRV2005-001 PRV2106-001
SHEET 1 OF 5



3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000

J-5012A

rickengineering.com

San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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\\cp.rickeng.com\projects\T_TUC_G\GLADDEN_II\5012_Block_42\Civil\5012fp01.dgn

02-MAR-2022

10:51

SEQUENCE #2022



Council-Regular Meeting

C2

Meeting Date: 12/05/2023

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: December 5, 2023

Strategic Plan Focus Area:

Proactive Public Services

Subject: Resolution No. 2023-120: Relating to the Police Department; approving and authorizing the Interim Chief of Police to execute a Data Access/Exchange Agreement between the Town of Marana and the Arizona Department of Transportation regarding the Accident Location Information and Surveillance System (ALISS) database and the Arizona Crash Information System (ACIS) (Libby Shelton)

Discussion:

The proposed item is a Data Access/Exchange Agreement between the Arizona Department of Transportation and the Marana Police Department that will allow authorized Town personnel access to submit electronic crash records directly to the ALISS database and to retrieve crash data from ACIS. The term of this Data Access/Exchange Agreement is five years.

Staff Recommendation:

Staff recommends approval of the Data Access/Exchange Agreement.

Suggested Motion:

I move to adopt Resolution No. 2023-120 approving and authorizing the Interim Chief of Police to execute a Data Access/Exchange Agreement between the Town of Marana and the Arizona Department of Transportation regarding access to the Accident Location Information and Surveillance System (ALISS) database and the Arizona Crash Information System (ACIS).

Attachments

Resolution No. 2023-120

Exhibit A to Resolution No. 2023-120

MARANA RESOLUTION NO. 2023-120

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE INTERIM CHIEF OF POLICE TO EXECUTE A DATA ACCESS/EXCHANGE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING THE ACCIDENT LOCATION INFORMATION AND SURVEILLANCE SYSTEM (ALISS) DATABASE AND THE ARIZONA CRASH INFORMATION SYSTEM (ACIS)

WHEREAS the Town of Marana and the Arizona Department of Transportation desire to enter into a data access/exchange agreement for the purpose of a more efficient exchange of crash records and crash data; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the public to enter into this agreement.

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

SECTION 1. The “Data Access/Exchange Agreement” between the Town of Marana and the Arizona Department of Transportation is hereby approved in substantially the form set forth in Exhibit A, attached to and incorporated with this Resolution, and the Interim Chief of Police is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of December, 2023.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

DATA ACCESS / EXCHANGE AGREEMENT

ADOT File No: 23-0009323-I

Date:

Name of Department: Town of Marana

Doing Business As: Marana Police Department

Business Address: 11555 W. Civic Center Dr., #D
Marana, AZ 85653

Mailing Address: Same as above

Telephone Number: (520) 382-2000

Marana Police Department (AGENCY) hereby requests authorization for connectivity to the Arizona Department of Transportation's (ADOT or State) (check all that apply):

- ☒ ALISS Database to submit electronic crash records.
- ☐ ALISS Database to access and retrieve crash data.
- ☒ ACIS to query, analyze and retrieve crash data.

ADOT is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 28-363 and § 28-401.

Marana Police Department (AGENCY) is authorized to enter into this Agreement pursuant to A.R.S. § 9-240.

The AGENCY (as defined below) hereby requests authorization for connectivity to the ALISS Database and/or AIDW ACIS of the Arizona Department of Transportation, Transportation Systems Management and Operations Division (TSMO). The AGENCY's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the AGENCY and ADOT.

The AGENCY understands and agrees that it shall only access the ALISS Database and/or the AIDW ACIS in accordance with the terms and conditions set forth herein. If at any time ADOT believes the AGENCY is using such access in an unauthorized or unlawful manner, ADOT reserves the right, in its sole discretion, to immediately terminate this Agreement.

This Agreement complies with GITA Statewide Standard P740-S741, Standard 4.7.3.

Definitions

“ACIS” means the Arizona Crash Information System.

“ADOT” means the Arizona Department of Transportation.

“AGENCY” means [Marana Police Department](#).

“Agreement” means this Data Access Exchange Agreement.

“ALISS” means the Accident Location, Identification and Surveillance System.

“Authorized individuals” means those persons who are employed or contracted by AGENCY to perform the activities authorized hereunder.

“Connectivity” means to make and/or maintain a computer connection with ADOT for the purpose of performing the activities authorized under this Agreement.

“Encrypt” means to scramble computerized information to secure data by using special algorithms for transmission or other purposes.

“Parties” means ADOT and the AGENCY, collectively.

“Party” means ADOT or the AGENCY, as the case may be.

“Personal Information” means information that identifies an individual, including without limitation an individual's name, photograph, social security number, driver license number, physical description, race, ethnic origin, sexual orientation, income, blood type, DNA code, fingerprints, marital status, religion, home address, home telephone number, education, financial matters, and medical or employment history readily identifiable to a specific individual but does not include information on vehicular accidents, driving violations, and driver's status.

“RACF” means Resource Access Control Facility, which is a software security product that protects information by controlling access to it.

“Secure location” means an area designated specifically for authorized individuals to access ADOT’s database(s) and to which all unauthorized individuals shall be prohibited from entering.

“Sensitive Information” means any state information either in detail or aggregate that may be prejudicial or harmful to the state and its citizens.

Location of Activities

AGENCY may conduct authorized activities only at those locations which have been pre-approved by ADOT such as their place of business that adheres to the other guidelines outlined in this Agreement. ADOT reserves the right, in its sole discretion, to disapprove of location.

Equipment

AGENCY shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of ADOT, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

AGENCY shall provide a secure location for all computer equipment used to access ADOT's database(s).

AGENCY shall provide access to ADOT's ALISS Database and/or ACIS only to AGENCY personnel or contractors who are authorized individuals, and to no one else. If at any time ADOT believes that an authorized individual is using such access inappropriately, ADOT reserves the right to immediately terminate that individual's database access and/or to terminate AGENCY authorization under this Agreement.

AGENCY shall comply with all ADOT policies, procedures and directives regarding security and database access, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as AGENCY.

AGENCY must disclose and obtain ADOT approval of any existing and/or contemplated strategic alliances, partnerships, Intergovernmental Agreements or subcontracting arrangements that AGENCY has or will enter into which involve the processing and/or use of ADOT data acquired pursuant to this Agreement.

AGENCY, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of ADOT, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any personal or sensitive information which is connected or otherwise associated with or accessed pursuant to this Agreement, either during the term of this Agreement or subsequent to any termination of this Agreement.

AGENCY shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

AGENCY shall not utilize its computer connections with ADOT for any purpose other than the purpose(s) specified in the Addendum to this Agreement.

Network Security

AGENCY understands and agrees that any and all personal or sensitive information that it stores or transmits over external or public computer networks, such as the Internet, must be encrypted.

AGENCY computers that are permanently or intermittently connected to internal computer networks must have an ADOT approved, password-based, access control system in order to access ADOT's database(s). This requirement applies to computers with direct connections to data centers, as well as AGENCY "wide area network." Regardless of the network connections, all AGENCY computers which are used to access ADOT information must employ approved, password-based, access control systems.

All in-bound connections to AGENCY computers from external networks must also be protected. All access control systems must utilize user-identifications (i.e. RACF ID's) and passwords unique to each user, as well as user-privilege restriction mechanisms. Password sharing is prohibited.

Non-exclusivity

This Agreement shall not preclude ADOT from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as AGENCY.

Notification

AGENCY shall assign a contact person for problem resolution and notification of procedural changes. AGENCY shall advise ADOT within two business days of any change in its designated contact person. All notices or demands upon either Party shall be in writing and an original shall be delivered electronically, in person, or sent by mail, addressed as follows:

To ADOT at:

ADOT Crash Records Section
Custodian of State Crash Records
1615 W. Jackson Street, Mail Drop 064R
Phoenix, AZ 85007
Fax: 602.712.3488
Email: AZCrashFacts@azdot.gov

To AGENCY at:

Marana Police Department
ATTN: Lt. Tim Brunenkant
11555 W. Civic Center Dr., #D
Marana, AZ 85653
(520) 954-1455
tbrunkenkant@maranaaz.gov

Records

The AGENCY shall maintain a log or register of all ADOT records it requests and all ADOT records it obtains by virtue of the access provided herein. The AGENCY shall retain this log or register either manually or electronically for a period of five years after the date of request and receipt of the records. All other books, papers, records, data, and accounting records relating to this Agreement ("Records") shall be maintained by AGENCY for a period of five years, or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule. The Records shall be subject to inspection and audit by ADOT for five years after termination or completion of this Agreement. The Records shall be produced at the offices designated by ADOT.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with ADOT, except for data retrieved pursuant to this Agreement.

Compliance

AGENCY shall comply with all of the terms set forth in this Agreement, together with all applicable state statutes, rules, and regulations. AGENCY shall also comply with all relevant ADOT policies, procedures and directives that ADOT provides to AGENCY throughout the course of this Agreement. All AGENCY subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of AGENCY.

Non-compliance

If AGENCY fails to comply with the terms of this Agreement, or with any applicable law, rule or regulation, ADOT reserves the right to take any remedial action that it deems necessary and appropriate, including without limitation the suspension, cancellation, revocation, or termination of this Agreement. In case of a violation of law, the Agreement shall immediately terminate.

Amendment and Modification of Agreement

AGENCY shall review and approve in writing any modification of the Agreement. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of

this Agreement. AGENCY may submit a written request to ADOT if there are any changes it desires be made to the Agreement, and such a request shall be approved or denied at ADOT's sole discretion.

Termination

Either Party may terminate this Agreement for convenience or cause upon 30 days prior written notice to the other Party. Upon any termination of this Agreement, AGENCY shall, at ADOT's request, remove and deliver to TSMO all electronic data stored on any electronic storage devices and shall immediately return all other data and information received in connection herewith to ADOT.

Waiver/Severability

AGENCY agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Duration

This Agreement shall become effective upon approval by the Division Director and execution by both Parties. The Parties agree to an effective date and expiration date of the agreement from June 12, 2023 to June 10, 2028, unless previously terminated or canceled as provided herein. Prior to expiration of this five year period, the Parties may mutually agree to extend the term of the Agreement for three, five-year extensions by entering into an amendment to this Agreement.

Liability

The AGENCY shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the AGENCY, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The AGENCY's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation shall apply to any negligence of the AGENCY which may be legally imputed to the State by virtue of this Agreement or the State's ownership of the databases. The AGENCY's obligations under this paragraph shall survive the termination of this Agreement.

Limitation of Liability

ADOT (a) makes no warranty, express or implied, with respect to information provided under this Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of this Agreement; (c) assumes no liability for any errors or omissions within the Data Access Exchange. Parties hereby waive, relinquish, and release the State of Arizona and ADOT from any claim for damage or injury arising from any use of the Data Access Exchange or any information derived from it.

Mandatory Provisions for Arizona State Agencies

None of the provisions of the Agreement may be waived, changed or altered except with the mutual written consent of both Parties.

Except as permitted by law and provided by this Agreement, ADOT is not authorized to indemnify the AGENCY.

The AGENCY acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

This Agreement shall be governed by and construed in accordance with Arizona laws.

This Agreement may be cancelled in accordance with A.R.S. § 38-511.

This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

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

In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

Joint Venturer – Except as otherwise provided by law, in the performance of duties and activities under this Agreement, the Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Each Party shall remain responsible for the supervision of their respective staff and students and shall maintain adequate insurance coverage as required by law.

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

The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

Certification

On behalf of AGENCY identified below, the undersigned hereby request approval of this Agreement. The undersigned certifies that all of the information set forth herein by AGENCY is true and accurate, and that any records or information obtained from ADOT's database(s) and system(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. The undersigned further certifies that the undersigned have the authority to execute this Agreement on behalf of

AGENCY. The undersigned understands that the AGENCY must abide by the provisions of this Agreement if approved by the Division Director and executed by both Parties.

MARANA POLICE DEPARTMENT

By _____ on _____
ROBERTO JIMENEZ Date
Interim Chief

ATTEST:

By _____ on _____
JEFF PRIDGETT Date
Captain

By _____ on _____
LIBBY SHELTON Date
Deputy Town Attorney

FOR ADOT USE ONLY

Received by _____ on _____.
TIMOTHY JORDAN Date
AzTraCS Program Coordinator

AUTHORIZATION

On behalf of the Arizona Department of Transportation, the authorization requested by [Marana Police Department](#) pursuant to this Agreement (including the attached Addendum) is hereby approved.

ARIZONA DEPARTMENT OF TRANSPORTATION

Transportation Systems Management and Operations

By _____ on _____
BRENT A. CAIN, PE Date
Division Director

AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to A.R.S. §§28-401 et seq. and with GITA Statewide Standard P740-S741, Standard 4.7.3, as part of the foregoing Data Access / Exchange Agreement between the Arizona Department of Transportation (ADOT) and the **Marana Police Department** (AGENCY).

Subject to ADOT's right to terminate as set forth in this Agreement:

- I. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ALISS Database via approved direct program-to-program interactions over an approved persistent connection and to thereby submit electronic crash records information contained in such databases according to the terms and conditions stated in this Agreement. Electronic crash records shall be submitted no more than once per day.
- II. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ALISS Database via an approved secure gateway and with two-factor authentication to retrieve pertinent crash records data including vehicle information according to the terms and conditions stated in this Agreement.
- III. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ACIS via an approved secure gateway and with user identifications and passwords unique to each user to run queries and retrieve crash data strictly for the purposes of safety analysis and in accordance with the terms and conditions stated in this Agreement. Data query and retrieval may be done on an as-needed basis.

The foregoing Agreement and Addendum are mutually agreed to:

MARANA POLICE DEPARTMENT

By _____ on _____
ROBERTO JIMENEZ Date
Interim Chief

ARIZONA DEPARTMENT OF TRANSPORTATION Transportation Systems Management and Operations

By _____ on _____
BRENT A. CAIN, PE Date
Division Director

ATTEST:

By _____ on _____
JEFF PRIDGETT Date
Captain

By _____ on _____
LIBBY SHELTON Date
Deputy Town Attorney



Council-Regular Meeting

C3

Meeting Date: 12/05/2023

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: December 5, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-121: Relating to Finance; declaring, for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to a Town Community Center Capital Improvement Project (Yiannis Kalaitzidis)

Discussion:

Town Council approved construction of the Community and Aquatics center and created a dedicated funding source for the funding and financing of the project. While expenses for design and contract management have been paid through available funds collected since the inception of the dedicated Half-Cent sales tax fund, as construction has now commenced, anticipated expenses will outpace revenue collections. Town staff will be requesting Council approval in the coming months to issue tax-exempt debt to pay for the construction of the project.

As per Federal Treasury (IRS) regulations, Section 1.150-2, if the Town wishes to be reimbursed for construction expenses paid prior to the issuance of tax-exempt debt, a resolution of a notice of intent to reimburse the Town for such expenses should be approved by Council.

The resolution will apply for expenditures made up to 60 days prior to the date the reimbursement resolution is adopted and up to 18 months after adoption.

Section 1.150-2 and this reimbursement resolution does not commit a borrower to issuing tax-exempt debt at any point in the future. The resolution provides flexibility for the Town, so tax-exempt debt may be issued in the future and the Town may be

reimbursed for eligible past expenditures, while maintaining the tax-exempt status of the debt issued within that time frame. The resolution will allow the Town to better manage cash flows and issue debt in a timely and advantageous manner, while retaining the tax-exempt nature of future debt.

The amount included in this resolution is not expected to exceed the maximum principal amount of future obligations currently estimated at \$51,145,080.

Financial Impact:

While this resolution does not have a direct financial impact, the Community and Aquatics Center project it relates to has been budgeted and approved by Council.

Staff Recommendation:

Town staff recommends approval of Resolution No. 2023-121, declaring for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to a Town Community Center Capital Improvement Project.

Suggested Motion:

I move to adopt Resolution No. 2023-121, declaring for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to a Town Community Center Capital Improvement Project.

Attachments

Resolution No. 2023-121

MARANA RESOLUTION NO. 2023-121

RELATING TO FINANCE; DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO A TOWN COMMUNITY CENTER CAPITAL IMPROVEMENT PROJECT

WHEREAS the Town of Marana is authorized and empowered pursuant to law to issue or cause to be issued obligations to finance the costs of various capital facilities owned or to be owned by the Town; and

WHEREAS it is contemplated that certain expenditures made by the Town with regard to capital facilities owned or to be owned by the Town with regard to a Town community center (the "Project") will be reimbursed from the proceeds of the sale of obligations to be issued in the future by or on behalf of the Town.

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

SECTION 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

"official intent" means a declaration of intent of the Town to reimburse an original expenditure with proceeds of an obligation;

"original expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond; and

"reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

SECTION 2. Official Intent. This Resolution is official intent relating to reimbursement for the original expenditures for the Project which are capital expenditures (being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles) made within sixty (60) days before and any time after the date of this Resolution. The maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for the Project is expected not to exceed \$51,145,080.

SECTION 3. Reasonableness of Official Intent. On the date of this Resolution, the Mayor and Common Council of the Town have a reasonable expectation (being that a prudent person in the same circumstances would have based on all the objective facts and circumstances) that the Town will reimburse such original expenditures with proceeds of such obligations.

SECTION 4. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of (i) the date that the original expenditure is paid, or (ii) the date the project is placed in service or abandoned, but in no event more than 3 years after the original expenditure is paid.

SECTION 5. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the Town, such records being maintained and supervised by the Town Clerk, being the main administrative office of the Town, and shall remain available for public inspection on a reasonable basis.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of December, 2023.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C4

Meeting Date: 12/05/2023

To: Mayor and Council

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

Date: December 5, 2023

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

Attachments

Regular Council Meeting Summary Minutes, 11/21/2023



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 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

Vice Mayor Post called the meeting to order at 6:00 PM and directed the Town Clerk to call the roll. **Mayor Honea** was absent. **Council Member Kai** and **Council Member Officer** were absent until 6:03 PM and did not take part in the vote to approve the agenda, but they were both present thereafter. A quorum was present throughout the meeting.

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

APPROVAL OF AGENDA

Vice Mayor Post asked for a motion to approve the agenda.

Council Member Ziegler moved to remove Items C1 and C2 from the Consent Agenda and place them under Council Action and moved to approve the agenda as so amended. Council Member Craig seconded the motion. Motion passed, 4-0.

CALL TO THE PUBLIC

Mr. Ron Roseman addressed the Council. He urged the Council to introduce a ban of glyphosate herbicide found in certain weed-killing products.

PROCLAMATIONS

PR1 Proclamation Recognizing Marana Police Sergeant Adam Lawson (David L. Udall) **Town Clerk/Assistant Town Attorney David Udall** said the proclamation was presented to **Sergeant Adam Lawson** during his retirement ceremony and was included here to be entered into the record.

PR2 Proclamation Recognizing November 25, 2023 as Small Business Saturday (David L. Udall) **Mr. Udall** said that the proclamation would be mailed to its recipient.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Ziegler commented on an event she attended with the County Board of Supervisors honoring **Pima County Supervisor Sharon Bronson**.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manger Terry Rozema said the Town issued 71 single-family residential permits so far in November. Last November, there were 35 total permits issued. He highlighted the Holiday Festival and Christmas Tree Lighting signature event coming up on December 2, 2023, additional amenities installed at Tangerine Sky Park, and the Marana Police Department's Thanksgiving turkey drive that provided Thanksgiving dinners for 18 families.

PRESENTATIONS

P1 Relating to Budget; presentation of first quarter results (July-September) for the Town's General Fund and other selected major funds for the 2023-2024 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis presented the First Quarter results for the Town's General Fund and other select funds for the 2023-2024 fiscal year. A copy of the presentation slides is on file with the Town Clerk's Office. Please see the detailed presentation slides for information regarding the presentation, including tables and graphical information.

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

Assistant to the Town Manager Andrea De La Cruz presented on the Town's progress in implementing Marana's Strategic Plan 5. A copy of the presentation slides is on file with the Town Clerk's Office. Please see the detailed slides for information regarding the presentation, including graphical information. **Ms. De La Cruz** answered clarifying questions and said the next update would be provided in February of 2024.

Council Member Ziegler asked how many people the Town was interviewing for the Cultural Heritage Specialist position. **Ms. De La Cruz** said the Town is interviewing seven qualified applicants. **Council Member Ziegler** said she was anxious to get things going with that position.

Council Member Ziegler commented on the Saguaro Bloom Community Park disruption listed under the Healthy Lifestyles slide and said that the disruption was on the part of D.R. Horton, not the Town. She stressed that the park should have been built two years ago, and that D.R. Horton has been delaying the project. **Mr. Rozema** said Town staff has been working with D.R. Horton to come up with creative ways to deliver the best park possible for residents. **Council Member Ziegler** expressed frustration that D.R. Horton was not able to come up with \$300,000.00 to construct the first phase of the park and that the Town was considering potentially taking amenities out of the park. **Mr. Rozema** said the hope was to have most of the amenities still in the park. **Council Member Ziegler** said she believes more pressure should be put on D.R. Horton. **Council Member Comerford** also expressed frustration that D.R. Horton was delaying the project.

P3 Relating to Technology Services; presentation providing an update on the Connect Pima Digital Inclusion and Infrastructure Action Plan designed to guide the development of broadband infrastructure, the implementation of digital literacy initiatives, and the increase of devices and tools for connectivity in Pima County (Ricardo Carlos)

Dr. Michelle Simon, Director of Pima County's Office of Digital Inclusion and Mr. Javier Baca, Pima County's Information Technology Director presented on this item. A

copy of the presentation slides is on file with the Town Clerk's Office. Please see the presentation slides for information regarding the presentation.

In reference to the map shown in the slides, **Council Member Comerford** asked why the proposed middle mile fiber ring did not go any further north than Tangerine Road. **Mr. Baca** explained the project is designed to provide opportunities for fiber services to extend up to 25 miles from the middle mile fiber ring and that fiber companies could lease the ring to extend such services from that point on in a cost-effective way.

Council Member Comerford asked if this project had anything to do with the company Ting. **Mr. Baca** said Ting is a last mile internet service provider and could be one of many that utilize the middle mile ring. He said the County wants to encourage competition with this project.

Council Member Ziegler asked if **Mr. Rozema** would be doing a podcast on Ting. **Mr. Rozema** affirmed that was the plan but highlighted that this item was not directly connected to Ting. He said Ting may connect to the middle mile ring.

Council Member Ziegler pointed out that many residents were upset at the disruption and construction mess caused by some of Ting's work in the right of ways, and asked if the middle mile project would similarly disrupt residents. **Mr. Baca** said this project would require underground construction for reliable and enduring fiber infrastructure. He said efforts will be made to avoid or minimize disruption, but that it is a large construction project. He highlighted that actual construction would still be couple of years down the road. **Dr. Simon** said the soonest construction could start was 2025 because a significant environmental assessment and a historic preservation mitigation plan must be completed first. She said there would be community outreach and involvement with the project, and **Council Member Ziegler** thanked her for bringing in the community early.

Council Member Comerford said the Town will be doing road improvements on Tangerine Road and requested that the Town and County coordinate so the projects could be completed at the same time rather than ripping up the roadway twice.

P4 Relating to Water: presentation from a representative of the Central Arizona Project (CAP) Board providing an update on the status of the lower Colorado River Basin water supply (Jing Luo)

Water Director Jing Luo introduced this item and its presenter, **Ms. Karen Cesare**, **Secretary of the Central Arizona Water Conservation District**. **Ms. Cesare** presented on

the status of the lower Colorado River Basin water supply and said there has been improvement due to last year being a very good water year. A copy of the presentation slides is on file with the Town Clerk's Office. For information regarding the presentation, including statistics and graphical information, please see the presentation slides.

Council Member Kai asked what the projections were for the upcoming snow year and how that would impact water projections going forward. **Ms. Cesare** said it was difficult to predict. She said last year was an amazing year, and that current predictions showed this upcoming year would be an average or slightly above average year. She said an average year on top of last year would be good for the time being.

[Prior to entertaining a motion for the consent agenda, Vice Mayor Post invited Mr. Carlos Valles, Executive Director of the Sahuarita Food Bank and Community Resource Center, to approach the dais.]

Mr. Valles said that, beginning December 1, 2023, he would also be the Executive Director for the Marana Food Bank and Community Resource Center. He thanked the Council for their support.

Council Member Ziegler said there was some confusion regarding this effort at the Pima County Board of Supervisors and said she would talk with **Mr. Rozema** to figure out where the confusion stemmed from so she could help address it.

CONSENT AGENDA

[Items C1 and C2 were removed from the Consent Agenda and were considered under Council Action below.]

C3 Resolution No. 2023-109: Relating to Budget; approving the transfer of up to \$150,000 in budgeted expenditure authority from the General Fund contingency line item to the Mayor and Council Community Relations budget in the fiscal year 2023-2024 budget for a donation to the Marana Food Bank and Community Resource Center (Terry R. Rozema)

C4 Resolution No. 2023-110: Relating to Capital Improvement Projects; approving and authorizing the Mayor to sign the Intergovernmental Agreement between the Pima County Flood Control District and the Town of Marana for Construction and Maintenance of the Santa Cruz River Path CalPortland Segment (Libby Shelton)

C5 Resolution No. 2023-111: Relating to Development; approving the final block plat for Mandarin Blocks 1-2, 4-5 & 8-13 generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East and Section 31, Township 11 South and Range 12 East (Steve Cheslak)

C6 Resolution No. 2023-112: Relating to Marana Regional Airport; authorizing the Public Works Director or designee to submit an application for entry into the Federal Contract Tower Program at Marana Regional Airport (Fausto Burrue)

C7 Resolution No. 2023-113: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and the Town of Oro Valley for the M.O.V.E. Across 2 Ranges Hike Challenge Event (Jim Conroy)

C8 Resolution No. 2023-114: Relating to the Police Department; approving and authorizing the Town Manager and the Acting Chief of Police to execute an agreement between the State of Arizona Department of Emergency and Military Affairs and the Marana Police Department for funding for the purchase of border security technologies (Libby Shelton)

C9 Resolution No. 2023-115: Relating to the Police Department; approving and authorizing the Interim Police Chief to execute an updated agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases; rescinding Resolution No. 2023-092 (Libby Shelton)

C10 Resolution 2023-116: Relating to Transaction Privilege Tax; approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona Department of Revenue and the Town of Marana for the administration, collection, audit, and licensing of transaction privilege taxes, use taxes, severance taxes, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns (Yiannis Kalaitzidis)

C11 Resolution No. 2023-117: Relating to Water; authorizing Town staff to apply for a Drinking Water Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund design and construction costs for a Marana Park emerging contaminants water treatment facility (Jing Luo)

C12 Resolution No. 2023-118: Relating to Administration; approving the updated Electronic Communications Retention and Storage Administrative Directive and the

updated Data Storage Administrative Directive for Town of Marana employees and elected and appointed officials (Ricardo Carlos)

C13 Approval of Amended Summary Meeting Minutes of October 3, 2023 (David L. Udall)

C14 Approval of Regular Council Meeting Summary Minutes of October 17, 2023 (David L. Udall)

Council Member Kai moved to approve the consent agenda. Council Member Officer seconded the motion. Motion passed, 6-0.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #006 Bar liquor license submitted by James Ty Hammett on behalf of Caps & Corks, located at 3830 West River Road, Suite 100, Tucson, Arizona 85741 (David L. Udall)

Mr. Udall informed the Council that Town staff reviewed the application and that it was posted for the required 20-day notice period. He said Town staff recommended an order of approval be submitted to the Arizona Department of Liquor License and Control.

Council Member Comerford moved to approve and submit to the Arizona Department of Liquor License and Control an order recommending approval of an application for a new series #006 Bar liquor license submitted by James Ty Hammett on behalf of Caps & Corks, located at 3830 West. River Road, Suite 100, Tucson, Arizona 85741. Council Member Craig seconded the motion. Motion passed, 6-0.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

C1 Ordinance No. 2023.040: Relating to Business Regulations; adopting revisions to Title 9 “Business Regulations” of the Marana Town Code; including revising Section 9-2-7 (License renewal) to allow the town to conduct investigations on business license renewals; revising Section 9-2-10 (Grounds for denial, suspension, revocation, or nonrenewal of license) to add an additional ground related to solicitors; adding new Chapter 9-15 (Soliciting in residential areas); and designating an effective date

Resolution No. 2023-107: Relating to Business Regulations; declaring as a public record

filed with the Town Clerk the amendments adopted by Ordinance No. 2023.040, revisions to Title 9 “Business Regulations” of the Marana Town Code; revising Section 9-2-7 (License renewal) to allow the Town to conduct investigations on business license renewals; revising Section 9-2-10 (Grounds for denial, suspension, revocation, or nonrenewal of license) to add an additional ground related to solicitors; and adding new Chapter 9-15 (Soliciting in residential areas) (Luke Fischer)

Deputy Town Attorney Libby Shelton presented on this item. A copy of the presentation slides is on file with the Town Clerk’s Office. **Ms. Shelton** said the proposed ordinance focuses on regulating businesses whose employees solicit in residential areas and was similar to the Town’s ordinance regulating peddlers (consisting of individuals who go door to door). For more information about the solicitor regulations, please see the presentation slides.

Council Member Ziegler thanked Town staff for bringing forward the proposed solicitor regulations and asked what department would be responsible for enforcement. **Ms. Shelton** said enforcement could come from a variety of sources, including the Finance Department, Code Enforcement, or the Police Department if criminal conduct is involved.

Council Member Ziegler moved to adopt Ordinance No. 2023.040 and Resolution No. 2023-107. Council Member Officer seconded the motion. Motion passed, 6-0.

C2 Resolution No. 2023-108: Relating to Budget; approving the transfer of \$44,000, \$41,000, \$330,000, \$5,000, \$2,200, \$1,250 and \$74,500 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within the Community & Neighborhood Services Department, the Tangerine Farms Road Improvement District Fund, the Health Benefits Fund, the Northeast Streets Facilities Benefit Area Impact Fee Fund, the 2017B Excise Tax Series Bonds debt service Fund, the Gladden Farms CFD debt service Fund, and the Gladden Farms, Phase II CFD debt service fund, respectively, in the fiscal year 2022-2023 budget (Yiannis Kalaitzidis)

Mr. Kalaitzidis presented on this item. He explained that the Town sets the budget with staff’s best estimates of what costs will be for the year. Throughout the year, if a department has the cash available, it may be allowed to continue to spend money for efficiency purposes and then seek budget authority from Council. He explained that is what is happening with this item and that there were multiple reasons for the overages. For example, the \$330,000.00 for the Marana Health Benefits Trust Fund was due to larger and more claims than anticipated. He said the funds at issue in this item still have a healthy reserve balance.

Council Member Craig asked how the Town could be short on the Gladden Farms, Phase II CFD debt service fund. **Mr. Kalaitzidis** said the Town budgeted a certain amount for debt to be issued to acquire eligible infrastructure constructed by the developer. As part of that process, Town staff receives an amount from the developer and estimates how much the Town will issue in debt and how much capital property the Town will acquire with the proceeds. In this case, the amount estimated at the beginning of the budgeting process was under the amount the developer ended up providing, and the town issued additional debt to account for the higher cost. Council Member Craig asked if it would balance out in the end, and **Mr. Kalaitzidis** said it would.

Vice Mayor Post asked how a CFD item was mixed with a regular Town Council item. **Mr. Kalaitzidis** said it was because the Town's budget includes all of the Town's CFDs.

Council Member Comerford moved to adopt Resolution No. 2023-108. Council Member Kai seconded the motion. Motion passed, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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)(3) and (4) for discussion or consultation with the Town's attorneys and to instruct the Town's representatives concerning the litigation entitled *Southern Arizona Home Builders Association v. Town of Marana*, Pima County Superior Court Case No. C20184411.

Vice Mayor Post asked for a motion to go into executive session.

Council Member Kai moved to go into executive session. Council Member Ziegler seconded the motion. Motion passed, 6-0.

[An executive session was held, beginning at 7:37 PM and concluding at 801 PM.]

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

Vice Mayor Post asked for a motion to adjourn the meeting.

Council Member Kai moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 6-0. Meeting adjourned at 8:01 PM.

CERTIFICATION

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

David L. Udall, Town Clerk