MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 7, 2025, at or after 6:00 PM

Jon Post, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, 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 January 7, 2025, at or after 6:00 PM located in the Council Chambers of the Ed Honea 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. Revisions to the agenda 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 Ed Honea 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 Ed Honea 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 Resolution No. 2025-001: Relating to Administration; approving and authorizing the Finance and Purchasing Director to execute a Deed of Gift donating 92 Motorola handheld radios to the Arizona Rangers (Yiannis Kalaitzidis)

C2 Approval of Regular Council Meeting Summary Minutes of December 17, 2024 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No 2025.001: Relating to Development; approving a rezoning of approximately five acres of land located at 13049 N. Coyote Howl Road, approximately one-quarter mile north of the intersection of Moore Road and Coyote Howl Road, from AG (Agricultural) to R-36 (Single-Family Residential) (Scott S. Radden)

A2 PUBLIC HEARING: Ordinance No. 2025.002: Relating to Land Development; adopting amendments to Marana Town Code Title 17 "Land Development"; amending sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix) to allow up to 6 chickens to be kept on a single-family detached residential lot that is one-half acre or less in size and prescribing development regulations related to the keeping of chickens; amending section 17-6-7 (Animal-keeping) to add additional animal-keeping requirements for chickens; approving the housing impact statement pertaining to this ordinance; and designating an effective date (Matt Taylor)

Resolution No. 2025-002: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.002, revisions to Title 17 "Land Development" of the Marana Town Code, including amending sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix) to allow up to 6 chickens to be kept on a single-family detached residential lot that is one-half acre or less in size and prescribing development regulations related to the keeping of chickens; and amending section 17-6-7 (Animal-keeping) to add additional animal-keeping requirements for chickens (Matt Taylor)

A3 Relating to Mayor and Council; appointment of a Council member to fill the vacancy in the mayor's position (Jane Fairall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Mayor and Council; selection of the vice mayor (David L. Udall)

D2 Resolution No. 2025-003: Relating to Administration; approving and authorizing the Mayor to execute the Town Manager's Employment Agreement between the Town of Marana and Terry S. Rozema (Jane Fairall)

D3 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

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) to discuss the employment of Town Manager Terry Rozema, including discussion of the terms of the Town Manager's Employment Agreement.

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: 01/07/2025

To: Mayor and Council

Submitted For: Yiannis Kalaitzidis, Finance Director

From: Libby Shelton, Deputy Town Attorney

Date: January 7, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-001: Relating to Administration; approving and authorizing the Finance and Purchasing Director to execute a Deed of Gift donating 92 Motorola handheld radios to the Arizona Rangers (Yiannis Kalaitzidis)

Discussion:

The Marana Police Department (MPD) owns 92 previously used Motorola handheld radios that were discontinued and are no longer supported by the vendor. These radios have been replaced with next-generation radios, and MPD no longer needs them. The Arizona Rangers is a registered 501(c)(3) nonprofit organization that provides uniformed, law enforcement auxiliary services, including law enforcement assistance and security. The Town and MPD have used the services of the Arizona Rangers for special events and other similar activities in the Town. The Arizona Rangers can use the discontinued radios to provide volunteer support for MPD and other regional public safety organizations. The proposed resolution accompanying this item authorizes the Town to donate 77 working radios and 15 non-working radios (to be used for spare parts) to the Arizona Rangers.

Financial Impact:

The radios are valued by the Town's Information Technology department at $66,000, which is less than 10% of the replacement cost for the radios. The financial impact is negligible and should not impact the Town's financial condition.

Staff Recommendation:

Staff recommends adoption of the resolution.

Suggested Motion:

I move to adopt Resolution No. 2025-001, approving and authorizing the Finance and Purchasing Director to execute a Deed of Gift donating 92 Motorola handheld radios to the Arizona Rangers.

Attachments

Resolution No. 2025-001

Exhibit A - Deed of Gift

MARANA RESOLUTION NO. 2025-001

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE FINANCE AND PURCHASING DIRECTOR TO EXECUTE A DEED OF GIFT DONATING 92 MOTOROLA HANDHELD RADIOS TO THE ARIZONA RANGERS

WHEREAS the Marana Police Department (MPD) owns 92 previously used Motorola handheld radios that were discontinued and are no longer supported by the vendor; and

WHEREAS the Arizona Rangers is a registered 501(c)(3) nonprofit organization that provides uniformed, law enforcement auxiliary services, including law enforcement assistance and security; and

WHEREAS the Arizona Rangers can use the discontinued radios to provide volunteer support for MPD and other regional public safety organizations; and

WHEREAS the Town Council finds that the donation of the radios to the Arizona Rangers is in the best interests of the Town.

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

SECTION 1. The deed of gift donating 92 previously used Motorola handheld radios to the Arizona Rangers, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Finance and Purchasing Director is hereby authorized and directed to execute it on behalf of the Town.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of January, 2025.

_____
Vice Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

DEED OF GIFT

THE TOWN OF MARANA, an Arizona municipal corporation ("Marana"), hereby donates, conveys, assigns, and transfers any rights, if any, Marana may have unto: ARIZONA RANGERS, an Arizona non-profit corporation (the "Rangers"), and its successors and assigns, to have and hold forever, the following described personal property, goods or chattels ("Assets"):

77 Motorola APX6000 H98UCH9PW7AN handheld radios – working condition

15 Motorola APX6000 H98UCH9PW7AN handheld radios – non-working condition

subject to the following terms and conditions: Marana warrants that Marana owns the Assets; that Marana has the right to convey the Assets to the Rangers; and that Marana does so free and clear of all encumbrances. Marana gives no guarantee or warranty, express or implied, as to condition, usability, merchantability or fitness of the Assets for a particular purpose.

The Rangers hereby acknowledges that it has examined the Assets and has agreed to accept them "as is" and "where is." The Rangers acknowledges that the acceptance of the Assets is at its own risk and hereby agrees to make no claims against Marana based upon alleged representations, warranties (apart from the warranties expressly set out above) or collateral agreements, especially with respect to the fitness of the Assets listed above for any particular purpose or for their safe use.

IN WITNESS WHEREOF the parties have executed this instrument as of the last party's signature date below.

"Marana":

THE TOWN OF MARANA,
an Arizona municipal corporation

_____
Yiannis Kalaitzidis
Finance and Purchasing Director

_____
Date

ATTEST:

_____
David L. Udall, Town Clerk

"Rangers":

ARIZONA RANGERS,
an Arizona non-profit corporation

By: _____

Its: _____

_____
Date

STATE OF ARIZONA)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____of ARIZONA RANGERS, an Arizona non-profit corporation, on behalf of the corporation.

(Seal)

_____

Notary Public

Council-Regular Meeting **C2**

Meeting Date: 01/07/2025

To: Mayor and Council

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

Date: January 7, 2025

Subject: Approval of Regular Council Meeting Summary Minutes of December 17, 2024 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 12/17/2024

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, December 17, 2024, at or after 6:00 PM

Jon Post, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, 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. He 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 **Vice Mayor Post.**

APPROVAL OF AGENDA

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

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

CALL TO THE PUBLIC

Mr. Brendan Lyons from the Southern Arizona Home Builders Association (SAHBA) addressed the Council. He thanked Town staff for the work put in on the Town's proposed Drainage Manual *[Item A5]* and for engaging stakeholders throughout its development. He said SAHBA was not opposing the manual, but he recommended that

(1) the proposed hydrology modeling program be HEC Ras 2D instead of what is currently proposed in the manual and (2) the Town not use non-regional hydrologic data in the manual. He requested that the Council table Item A5 or, alternatively, that additional discussions occur on these items.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Comerford said Town staff was cared for deeply and wished them a Merry Christmas and a Happy New Year.

Council Member Cavanaugh highlighted that the January issue of the Arizona Highways magazine had a large ad dedicated to discovering Marana and its treasures. He said 100,000 people saw the ad and gave kudos to the Town for this effort.

Council Member Ziegler complemented the Town's recent Holiday Festival and Christmas Tree Lighting event. She said it was the best one so far. She thanked the **Parks and Recreation Department** for its efforts related to the event. She said **Mayor Ed Honea** was missed at the event. She also attended the Gladden Farms McDonalds ribbon cutting earlier in the day.

Council Member Kai said he, **Council Member Cavanaugh**, and **Council Member Officer** attended a Colorado Water Users Association (CWUA) meeting in Las Vegas, Nevada regarding an effort to encourage cooperation between the upper and lower basin states in order to conserve water.

Vice Mayor Post said this was the first time he has attempted to conquer **Mayor Ed Honea's** schedule and said he was a very busy man. **Vice Mayor Post** praised the Holiday Festival and Christmas Tree Lighting event and said he was blow away by it. He said he would like to see the Town put more into that event. He said he attended a Pinal Partners meeting where they honored **Mayor Honea**. He said **Mayor Honea** has friends from all across the state. He said the meeting also focused on where Arizona is going in the next ten to 20 years, and he said the amount of growth projected was shocking. He also highlighted a recent meeting with **Mr. Gary Abrams** of Pima Aviation and said the meeting went well, and that he had hopes for a resolution in which both the Town and he can be successful.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said that there were 28 single-family residential permits issued so far in December. Last December, there were a total of 83 permits issued. He provided an update on the construction of the Marana Aquatic and Recreation Center

(MARC) and said the Council will be able to tour it on January 7, 2024. He said the Town published a Real Talk with the Town podcast remembering **Mayor Ed Honea** and said his memorial services would be held on December 21, 2024, at 1:00 PM at the Marana Municipal Complex. He also said the Council would have a legislative breakfast on January 7, 2024.

Council Member Ziegler requested to see the budget for the MARC now that it is close to completion for comparison purposes. **Mr. Rozema** said he would provide the budget.

PRESENTATIONS

P1 Fee Structure for Marana Aquatic and Recreation Center.

Parks and Recreation Director Jim Conroy introduced this item and its presenters and said that there were not any changes since the August 13, 2024, Study Session, with the exception of a few items the Council had requested that staff look into.

Deputy Parks and Recreation Director Wayne Barnett presented on the proposed fee structure for membership passes. He highlighted the following changes since the Study Session:

- "Resident" for fee purposes defined as any home with an address in the 85653, 85658, 85741, 85742, and 85743 zip codes.
- Existing Senior Center Members will have access to the MARC two mornings per week at no extra charge.
- Veterans and Active Military are eligible for a 10% discount on any memberships, including family passes.
- Child watch is included when a child is listed on an eligible membership (does not apply to Day Passes).

Aquatics Superintendent Brandon Laue presented on rentable spaces in the MARC. He highlighted the following changes since the Study Session:

- The addition of a commercial hourly rate category during operation hours.
- The addition of a commercial hourly rate category after operation hours.

Mr. Conroy explained the following next steps:

- Begin the 60-day public notice period.
- Present final fee structure for Council adoption on February 25, 2024.
- Fees anticipated to go into effect on April 1, 2024.

A copy of the presentation slides is on file with the Office of the Town Clerk. Please see the presentation slides for detailed information regarding the presentation. Clarifying questions were asked and answered during the presentation.

Council Member Ziegler thanked Town staff for including a veteran membership discount. She also complemented that the passes could be pre-sold.

Council Member Kai requested that Town staff look into adding the zip code 85654 to the definition of "resident." **Mr. Rozema** said that zip code would be included when the item is submitted for public notice.

Vice Mayor Post commented that he was pleased the definition of "resident" included zip code areas around the Town boundaries because many living in these areas feel they are residents of Marana. **Mr. Barnett** said that was the intent.

Council Member Cavanaugh asked if the Silver Sneaker program could be incorporated into the fee structure. **Mr. Barnett** said that staff was currently researching this and similar programs and that the intent is to have these programs available.

Vice Mayor Post asked if the Town had a cutoff number for memberships. **Mr. Conroy** said there was a great level of enthusiasm, and that the Town would need to see if a cutoff would be necessary. **Council Member Ziegler** commented that the City of Goodyear became overwhelmed and ended up having to allow residents only. She said hopefully the Town would not need to do that.

Council Member Kai asked if the Town would run into overtime issues with the hourly rates if events ran late. **Mr. Conroy** said the Town would need to be on top of managing the times the facility's amenities were being used to mitigate or eliminate such issues.

Council Member Cavanaugh commented that the MARC will allow for generations of memories. He said the sooner passes can be sold, the sooner that those memories can be built.

Vice Mayor Post asked if the family passes would include summer camps, etc. **Mr. Conroy** said they would probably not and that those would be covered under another affordable pass.

CONSENT AGENDA

C1 Ordinance No. 2024.026: Relating to Administration; revising Marana Town Code Title 3 (Administration), chapter 3-5 (Claims and Settlement), sections 3-5-1 (Claims administration) and 3-5-2 (Settlement authority) to clarify roles, responsibilities, and authority related to claims and settlements; and designating an effective date (Jane Fairall)

C2 Resolution No. 2024-105: Relating to Development; approving the Final Plat for Village VI of Linda Vista Village Lots 6001-6012 and Common Areas "D" #6-1, "D" #20 & "G" #6-1, located south of Linda Vista Boulevard, approximately 0.5 miles east of Twin Peaks Road (Scott S. Radden)

C3 Resolution No. 2024-106: Relating to Development; approving the Final Plat for Village VII of Linda Vista Village, Lots 7001-7040 and Common Areas "A" #8, "D" #7, "D" #7-1, "D" #7-2, "D" #7-3, "F" #3, "G"#7-1, "G" #7-2, "G" #7-3, "G" #7-4, "G" #7-5 & "H" #4 located south of Linda Vista Boulevard, approximately 0.5 miles east of Twin Peaks Road (Scott S. Radden)

C4 Resolution No. 2024-107: Relating to Development; approving a final plat for Cypress Gardens II Lots 1-215 and Common Areas "A" (Recreation & Drainage), "B" (Landscape, Drainage and Utilities) generally located at the northwest corner of Barnett Road and Sandario Road (Scott Radden)

C5 Resolution No. 2024-111: Relating to Development; approving the Final Plat for Heritage Park Shoppes Lots 2-13 located south of Tangerine Road and east of Heritage Park Drive within a portion of Section 34, Township 11 South, Range 11 East (Brian D. Varney)

C6 Resolution No. 2024-112: Relating to Intergovernmental Relations; adopting a 2025 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Andrea De La Cruz)

C7 Resolution No. 2024-113: Relating to Real Estate; approving and authorizing the Town Engineer to execute a Private Drainage and Maintenance Easement Agreement in favor of D.R. Horton, Inc., granting a drainage easement and clarifying ownership and establishing maintenance obligations for the private drainage improvements to be placed on Town-owned property at Saguaro Bloom Community Park; waiving the Town's application fee for new easements (George Cardieri)

C8 Resolution No. 2024-114: Relating to Tourism; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Tucson Bicycle Classic regarding participation in and financial support of the time trial stage of the Tucson Bicycle Classic (Stefanie Boe)

C9 Resolution No. 2024-115: Relating to Tourism; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Project Echelon, Ltd. regarding participation in and financial support of the 2024 Project Echelon Training Weekend, including a Gran Fondo Ride for Veterans (Stefanie Boe)

C10 Resolution No. 2024-116: Relating to Budget; approving the transfer of $315,000 in budgeted expenditure authority from the West Apron Reconstruction Ph-2 project (AP047) to the Taxiway C Reconstruction, Design project (AP035) for design of the reconstruction of Taxiway C in the fiscal year 2024-2025 budget (Fausto Burruel)

C11 Approval of Regular Council Meeting Summary Minutes of November 6, 2024, approval of Regular Council Meeting Summary Minutes of November 19, 2024, and approval of Regular Council Meeting Summary Minutes of December 3, 2024 (David L. Udall)

Council Member Kai moved to approve the consent agenda. Council Member Ziegler 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 #012 Restaurant liquor license submitted by Bruce Robert Barro on behalf of Barro's Pizza, located at 5825 West Arizona Pavilions Drive, Tucson, Arizona, 85743 (David L. Udall)

Town Clerk / Assistant Town Attorney David Udall informed the Council that Town staff reviewed the liquor license application and that it was posted for the required 20-day notice period. He said Town staff recommended that an order recommending approval be submitted to the Arizona Department of Liquor Licenses and Control.

Council Member Ziegler moved to submit to the Arizona Department of Liquor Licenses and Control an order recommending approval of an application for a new series #012 Restaurant liquor license submitted by Bruce Robert Barro on behalf of Barro's Pizza, located at 5825 West Arizona Pavilions Drive, Tucson, Arizona, 85743. Council Member Cavanaugh seconded the motion. Motion passed, 6-0

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Public Hearing: Ordinance No. 2024.027: Relating to Development; amending Marana Town Code Title 17 (Land Development), Chapter 17-3 (Administration and Enforcement), Section 17-3-1 (Amendment and rezoning) to add provisions establishing time frames for review of zoning applications; and declaring an emergency (Jane Fairall)

Vice Mayor Post opened the public hearing at 6:35 PM.

Town Attorney Jane Fairall presented on this item. She explained that this item was brough in response to Senate Bill 1162, which was passed during the last Legislative Session. She said the bill requires all municipalities to adopt and amendment to their zoning codes by January 1, 2025, to establish specific timeframes regarding the review of zoning applications. She said this item puts into the Town Code exactly what the bill requires to be in the Code. She then summarized the requirements as follows:

- The bill requires the Town to determine whether a zoning application is administratively complete within 30 days of receiving the application. If not, the Town must provide written notice to the applicant outlining specific deficiencies, at which point the time frames are suspended until the applicant submits a new application. At that point, the Town will have a 15-day window to review the submitted application and determine if it is administratively complete at that point. Once complete, the Town will have 180 days to bring the rezoning application before the Town Council for approval, with the following exceptions:
    - The applicant may request an extension in 30-day increments.
    - A one-time 30-day extension may be granted in extenuating circumstances.
- The timeframes summarized above do not apply in the following circumstances:
    - To a rezoning application for land designated as a district of historical significance under state law.
    - An area designated as historic on the National Register of Historic Places.
    - Land already zoned via a specific plan.

Ms. Fairall recommended approval of this item so the Town can be in compliance with the new law. She said the item needed to be continued from the December 3, 2024, meeting to this meeting and said an emergency clause necessitating a roll call vote was therefore required.

Vice Mayor Post closed the public hearing at 6:37 PM.

Council Member Kai moved to adopt Ordinance No. 2024.027. Council Member Ziegler seconded the motion. Vice Mayor Post asked the Town Clerk to poll the Council. Vice Mayor Post, Council Member Cavanaugh, Council Member Comerford, Council Member Kai, Council Member Officer, and Council Member Ziegler voted Aye. There were no Nays. Motion passed, 6-0.

A2 Public Hearing: Ordinance No. 2024.028: Relating to Development; amending Marana Town Code Title 17 (Land Development), amending Chapter 17-6 (General and Miscellaneous Development Regulations) by adding new Section 17-6-14 entitled Accessory Dwelling Units; amending chapter 17-4 (Zoning) by making conforming amendments to sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix); approving the housing impact statement pertaining to this ordinance; and declaring an emergency (Jane Fairall)

Vice Mayor Post opened the public hearing at 6:39 PM.

Ms. Fairall presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Ms. Fairall** explained that this item was brought in response to House Bill 2720, which was passed during the last Legislative Session.

She said the bill became effective on September 14, 2024, and that it requires all municipalities with a population of more than 75,000 to adopt regulations allowing accessory dwelling units (ADUs) on any lot or parcel where a single-family dwelling is allowed. The new law provides that if a municipality fails to adopt required regulations by or before January 1, 2025, ADUs will be allowed on all lots or parcels zoned for residential use without limits.

Ms. Fairall explained that although Marana's population is currently less than 75,000, it is expected to reach that number within the next few years. To avoid having no limits on ADUs, she said Town staff is recommending the adoption of regulations on ADUs that conform to the new law. This ordinance, which is based closely on the League of Arizona Cities and Town's model ordinance, would not be effective until the Town reaches the 75,000-population threshold. **Ms. Fairall** also explained that the new law applies to municipalities and does not impact what homeowners' associations may or may not regulate.

For detailed information, including details related to the regulations of ADUs adopted by this ordinance, other regulatory prohibitions on municipalities provided in the new law, and the Town's housing impact statement related to this ordinance, please see the presentation slides. A clarifying question was asked and answered regarding the presentation.

Ms. Fairall recommended approval of this item. She said the item needed to be continued from the December 3, 2024, meeting to this meeting and said an emergency clause necessitating a roll call vote was therefore required.

Council Member Ziegler said she did not like House Bill 2720 and felt the state was coming down on cities and towns. She said she thought this bill would have unintended consequences down the road. Nonetheless, she said she would vote in favor of this item because the consequences of the Town not adopting this ordinance would be worse.

Council Member Kai said he thought ADUs were a good thing, especially for caregivers of family members.

Vice Mayor Post closed the public hearing at 6:54 PM.

Council Member Ziegler moved to adopt Ordinance No. 2024.028. Council Member Cavanaugh seconded the motion. Vice Mayor Post asked the Town Clerk to poll the Council. Vice Mayor Post, Council Member Cavanaugh, Council Member Comerford, Council Member Kai, Council Member Officer, and Council Member Ziegler voted Aye. There were no Nays. Motion passed, 6-0.

A3 Public Hearing: Ordinance No. 2024.029: Relating to Land Development; adopting amendments to Marana Town Code Title 17 "Land Development"; revising Section 17-1-6 (Definitions), to add a definition for "data center"; revising Section 17-4-2 (Use matrix) Table 2 - Use matrix, to add the data center use and to provide that data centers are prohibited as a principal use in all standard Town zones and allowed as accessory uses in the Town's industrial zones LI and HI; revising sections 17-4-8 (Industrial zoning districts) and 17-4-16 (Legacy zones) to provide regulations for data centers operating as accessory uses; revising Chapter 17-6 "General and Miscellaneous Development Regulations" to add new section 17-6-13 (Data centers) establishing that data centers may only operate in the Town as a principal use if approved in a specific plan or specific plan amendment adopted through the normal rezoning process, and establishing development regulations for data centers; and designating an effective date (Jason Angell)

Resolution No. 2024-108: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2024.029, revisions to Title 17 "Land Development" of the Marana Town Code, including revising Section 17-1-6 (Definitions), to add a definition for "data center"; revising Section 17-4-2 (Use matrix) Table 2 - Use matrix, to add the data center use and to provide that data centers are prohibited as a principal use in all standard Town zones and allowed as accessory uses in the Town's industrial zones LI and HI; revising sections 17-4-8 (Industrial zoning districts) and 17-4-16 (Legacy zones) to provide regulations for data centers operating as accessory uses; revising Chapter 17-6 "General and Miscellaneous Development Regulations" to add new section 17-6-13 (Data centers) establishing that data centers may only operate in the Town as a principal use if approved in a specific plan or specific plan amendment adopted through the normal rezoning process, and establishing development regulations for data centers (Jason Angell)

Vice Mayor Post opened the public hearing at 6:56 PM.

Development Services Director Jason Angell presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Angell** explained that this item is coming before the Council because the Town has received inquiries regarding data centers being established in the Town and the Town does not currently have regulations addressing data centers as a land use. He highlighted the extensive research conducted by Town staff and the draft ordinance presented to the Council at a Study Session in May of 2024. He said the draft ordinance then went through a public comment

period, in which feedback was received. He said the draft ordinance then was heard by the Town's Planning Commission, which unanimously recommended that it be brought before the Council. He then reviewed the elements of the draft ordinance, including the following:

- The definition of "data center."
- Data centers not being allowed as a principal use unless a specific plan is adopted through the standard rezoning process.
- Specific plan requirements for data centers, including requirements related to noise, electrical use, and water use.
- Data centers being permitted in Light Industrial and Heavy Industrial zoning districts and in legacy zones as an accessory use only when certain conditions are met.
- Site design standards for data centers, including building placement and orientation, lighting, setback requirements, generator use regulations, mechanical equipment and substation screening requirements, landscape buffer requirements, and fencing.
- Building design standards for data centers, including massing and scale, building height, principal façade, fenestration, main building entryways, exterior colors and materials.

Please see the slides for detailed information regarding the elements of the draft ordinance. Clarifying questions were asked and answered regarding the presentation. **Mr. Angell** recommended that the Council adopt the draft ordinance.

Council Member Ziegler said she had not been in favor of the draft ordinance after the May 2024 Study Session, but since then has learned more about data centers. She highlighted her concerns had been electricity use, the noise generated by data centers, and water use. She said her water use concern was mitigated by the requirement to use irrigation water to cool the centers. She still had concerns about electricity use and noise, and said the location of data centers was important to her. She asked what would happen if a prospective data center developer could not meet the Town's decibel standards related to noise mitigation. **Mr. Angell** said the Town would pursue legal recourse through its standard Code Enforcement process. **Ms. Fairall** explained the before a building permit is approved, the developer would need to provide the Town with design specifications for the required sound mitigation. In addition, if the data center does not meet the requirements once construction is complete, the Town will withhold a permanent certificate of occupancy (though temporary certificates may be issued) until the developer comes into compliance.

Council Member Ziegler asked why the Town needs data centers now and said the Town does not need one. However, she expressed she was in favor if data centers are in the right place under the right conditions. **Vice Mayor Post** commented that this was the

intent of the ordinance – to give the Town the opportunity on every application to address the Council's concerns regarding specific centers.

Council Member Cavanaugh said he was pleased with the ordinance and the work Town staff put into it. He particularly liked the building design requirements. He asked if there were data centers with the design elements described in this item. **Mr. Angell** said Town staff found there were while researching.

Council Member Ziegler said when data center developers request to locate data centers in the Town, the Town needs to negotiate the best deal possible financially. **Ms. Fairall** commented that any negotiations would need to be reasonably related to the impact of the development on the Town.

Vice Mayor Post closed the public hearing at 7:32 PM.

Council Member Comerford moved to adopt Ordinance No. 2024.029 and Resolution No. 2024-108. Council Member Officer seconded the motion. Motion passed, 6-0.

A4 Resolution No. 2024-109: Relating to Economic Development; amending the Marana Job Creation Incentive Program (MJCIP) to exclude data centers from the definition of "Targeted Employer" for purposes of the MJCIP (Curt Woody)

Economic Development Director Curt Woody presented on this item. He said data center jobs pale in comparison to the jobs created by a manufacturing facility on the same footprint (50-100 jobs created by a data center compared to 1,000 to 2,000 jobs for a manufacturing facility). He said the MJCIP was created in 2010 for the purpose of attracting and expanding industry within the Town and allows for employers to apply for construction sales tax reimbursement if they meet certain criteria. Because data centers have a lower economic impact on the community, Town staff is requesting via this item that data centers not be allowed to participate in the MJCIP.

Council Member Cavanaugh thought this was a great idea.

Council Member Comerford moved to adopt Resolution No. 2024-109. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.

A5 Ordinance No. 2024.025: Relating to Land Development, adopting the Town of Marana Drainage Manual (Jason Angell)

Resolution No. 2024-103: Relating to Land Development, declaring as a public record filed with the Town Clerk the Town of Marana Drainage Manual adopted by Ordinance No. 2024.025 (Jason Angell)

Mr. Angell said that a couple of weeks ago, this item was presented before the Council and the Council has now had additional time to consider it. He recommended approval of this item.

Council Member Cavanaugh referred to **Mr. Lyons'** concerns expressed during the Call to the Public and asked if the Town should consider addressing them in the drainage manual. **Development Engineering Division Manager Dustin Ward** explained that both concerns raised were considered. He said the chosen model was selected because it is FEMA approved and that other models are getting pushback from FEMA. He said the Town needs an apples-to-apples comparison, and that when another model is introduced, it introduces an orange. He also said the use of non-regional hydrologic data was designed to reasonably keep residents safe from flooding.

Council Member Ziegler moved to adopt Ordinance No. 2024.025 and Resolution No. 2024-103. 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).

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).

Vice Mayor Post asked for any future agenda items. There were no requests to add future agenda items.

ADJOURNMENT

Vice Mayor Post asked for a motion to adjourn.

Council Member Ziegler moved to adjourn the meeting. Council Member Cavanaugh seconded the motion. Motion passed, 6-0. The meeting was adjourned at 7:42 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on December 17, 2024. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 01/07/2025

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: January 7, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No 2025.001: Relating to Development; approving a rezoning of approximately five acres of land located at 13049 N. Coyote Howl Road, approximately one-quarter mile north of the intersection of Moore Road and Coyote Howl Road, from AG (Agricultural) to R-36 (Single-Family Residential) (Scott S. Radden)

Discussion:

Request
Lazarus & Silvyn, P.C., representing the property owners, Cynthia Coleman and Roxanne Hampton, is requesting a recommendation to the Marana Town Council for approval to rezone the subject parcel from AG (Agricultural) to R-36 (Single-Family Residential), with the future intent to subdivide the parcel into three separate lots.

Marana 2040 General Plan
The Marana General Plan designates the proposed rezoning area with a land use category of Rural Residential, allowing for low-density and low-intensity uses with residential development limited to one dwelling unit per acre (du/ac). The R-36 zoning district is a consistent land use category with the Rural Residential designation.

History
The 5-acre proposed rezoning area was annexed into the Town of Marana in 2001 by Ordinance No. 2001.21. The existing Pima County zoning of RH (Rural Homestead) was translated to the Town zoning of AG (Agricultural). The property has been occupied by a single, private residence since 2001.

Surrounding Land Use and Zoning
The property is surrounded by parcels zoned AG on the north, south and west sides including single-family homes and vacant land. On the east side, across Coyote Howl, is the Tortolita 30 Specific Plan development, with an average lot size of 7,169 sq. ft. There is another residential subdivision to the southeast, part of the Dove Mountain Specific Plan Development Area (Quail Crossing), with an average lot size of 6,700 sq. ft.

Access
The property is adjacent to Coyote Howl Road with direct access. The future intent is to provide a 30-foot private access easement that will be the main access for existing and future development that will be established during a Minor Land Division process, if the rezone is approved.

Utilities
The rezoning area is located within the Tucson Water Obligated Service Area, as well as the service area for Pima County Regional Wastewater Reclamation Department. The rezoning area also lies within the service areas of TRICO Electric Cooperative and Southwest Gas.

Fire District Service
The rezoning area is not currently part of the Northwest Fire District. However, the intent is to annex into the Northwest Fire District upon demonstrating compliance with fire suppression requirements at the time of construction.

Citizen Participation
The applicant mailed a letter to each of the property owners within 300 feet of the subject property informing them of the application submitted to the Town. The letter provided the opportunity for the owners to contact and meet with the applicants to discuss the project via virtual meeting (Microsoft Teams) on Tuesday, October 15, 2024, at 6:00PM. One person (Susan Tobias at 5600 W. Alto Cielo) attended the meeting outside the Project Team and Owners. Questions and answers involving the driveway location and lot sizes were discussed. Outside the meeting, one neighbor submitted an email to the Project Team with concerns about existing structures currently on the property. (The full report of the meeting is provided as an attachment to this staff report).

Public Notification
This public hearing was noticed in The Daily Territorial newspaper, and all property owners within 300 feet of the rezoning area were noticed by United States Mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community, on the Town's website and on the property. As of writing this report, staff has received no comments.

Case Analysis Review Criteria
Pursuant to Town Code section 17-3-1(E), the Planning Commission and Town Council shall consider the following questions, at a minimum, in reviewing an application for

rezoning:

Any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development;
Based upon the requirements and conditions, the rezoning amendment does not appear to be detrimental to the character of the area due to installation of public facilities or any other rezoning changes.

The degree to which the proposed zoning will benefit the community; whether there will be benefits derived by the community, or area, by granting the proposed rezoning;
With the acceptance of the recommended conditions, this rezoning will benefit the community through infill and continuance of low density residential.

Whether the proposed rezoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such an excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances;
Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area and does not appear to be adversely impact the adjacent street network or generate such excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances.

Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the general plan, other adopted plans, and the goals, objectives and policies of the land development code, and other town regulations and guidelines, including goals and policies relating to economic development;
The rezoning amendment conforms to the goals and policies of the general plan, the land development code, and other town regulations and guidelines.

The zoning districts and existing land uses of the surrounding properties;
Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding property zoning and existing land use.

Whether the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;
With the acceptance of the recommended conditions, the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development.

Whether the existing and proposed utility infrastructure, public facilities, and public services are suitable and adequate to serve the proposed rezoning area;
Based upon the rezoning requirements and conditions, there is adequate utility infrastructure, public facilities, and public services in the area to serve the proposed rezoning area.

Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification;
Based upon the rezoning requirements and conditions, the subject property is suitable for the

proposed uses.

Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;
Based upon the rezoning requirements and conditions, this rezoning amendment is compatible with the adjacent neighborhood in area stability and character.

If applicable, the length of time the subject property has remained vacant as zoned:
N/A

Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs:
Based upon the rezoning subject area location, there is a reasonable supply of land available in the area and the surrounding community and will accommodate the zoning and community needs by utilizing successful infill.

Staff Recommendation:

This is a discretionary item for the Town Council to consider. Should the Town Council choose to approve this item, staff recommends the approval be based upon the recommended findings and subject to the conditions set forth in the attached draft ordinance.

Planning Commission Recommendation

The requested rezoning was considered at a public hearing before the Marana Planning Commission on December 11, 2024. The Planning Commission voted unanimously 7-0 to recommend to the Town Council approval of the request subject to the recommended conditions.

Suggested Motion:

I move to adopt Ordinance No. 2025.001, approving the Coyote Howl Rezone subject to the recommended conditions.

Attachments

Ordinance No. 2025.001
Exhibit A to the Ordinance
Zoning Maps
Neighborhood Meeting Summary
Application
Rezone Request

MARANA ORDINANCE NO. 2025.001

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY FIVE ACRES OF LAND LOCATED AT 13049 N. COYOTE HOWL ROAD, APPROXIMATELY ONE-QUARTER MILE NORTH OF THE INTERSECTION OF MOORE ROAD AND COYOTE HOWL ROAD, FROM AG (AGRICULTURAL) TO R-36 (SINGLE-FAMILY RESIDENTIAL)

WHEREAS Cynthia Coleman and Roxanne Hampton (collectively the "Property Owners") own approximately five acres of land located at 13049 N. Coyote Howl Road, approximately one-quarter mile north of the intersection of Moore Road and Coyote Howl Road, in Section 26, Township 12 South, Range 12 East, described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized Lazarus & Silvyn, P.C. to submit an application to rezone the Rezoning Area from AG (Agricultural) to R-36 (Single-Family Residential) ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on December 11, 2024, and voted unanimously 7-0 to recommend that the Town Council approve this Rezoning, subject to the recommended conditions; and

WHEREAS the Marana Town Council held a public hearing on this Rezoning on January 7, 2025, and determined that this Rezoning should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from AG (Agricultural) to R-36 (Single-Family Residential).

Section 2. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. A "Will Serve" letter must be obtained by the Property Owners from Tucson Water Obligated Service Area (the "water provider") prior to approval of any lot splitting for

any portion of the Rezoning Area.

3. A "Will Serve" letter must be obtained by the Property Owners from Pima County Regional Wastewater (the "wastewater utility") prior to the approval of any lot splitting for the Rezoning Area.
4. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat or development plan for any portion of the Rezoning Area.
5. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
6. If Arizona law permits it, the Property Owners shall transfer to the water provider, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the water provider and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
7. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
8. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.

Section 3. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 4. 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, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of January, 2025.

_____
Vice Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

EXHIBIT "A" to Marana Ordinance No. 2025.001

Legal Description

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

Being a portion of the East half of the Northwest Quarter of the Southeast Quarter of Section 26, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pirna County, Arizona, being more particularly described as follows:

Commencing from the East quarter corner of said Section 26, being a Brass Monument in the Centerline of Tortolita Road;

Proceed South 89 degrees 39 minutes 49 seconds West, a distance of 1324.73 feet (+ or -) to an ACP stamped PE #2363;

Thence South 00 degrees 04 minutes 25 seconds East, a distance of 990.05 feet to a 1/2 Inch rebar tagged LS #19863, the POINT OF BEGINNING;

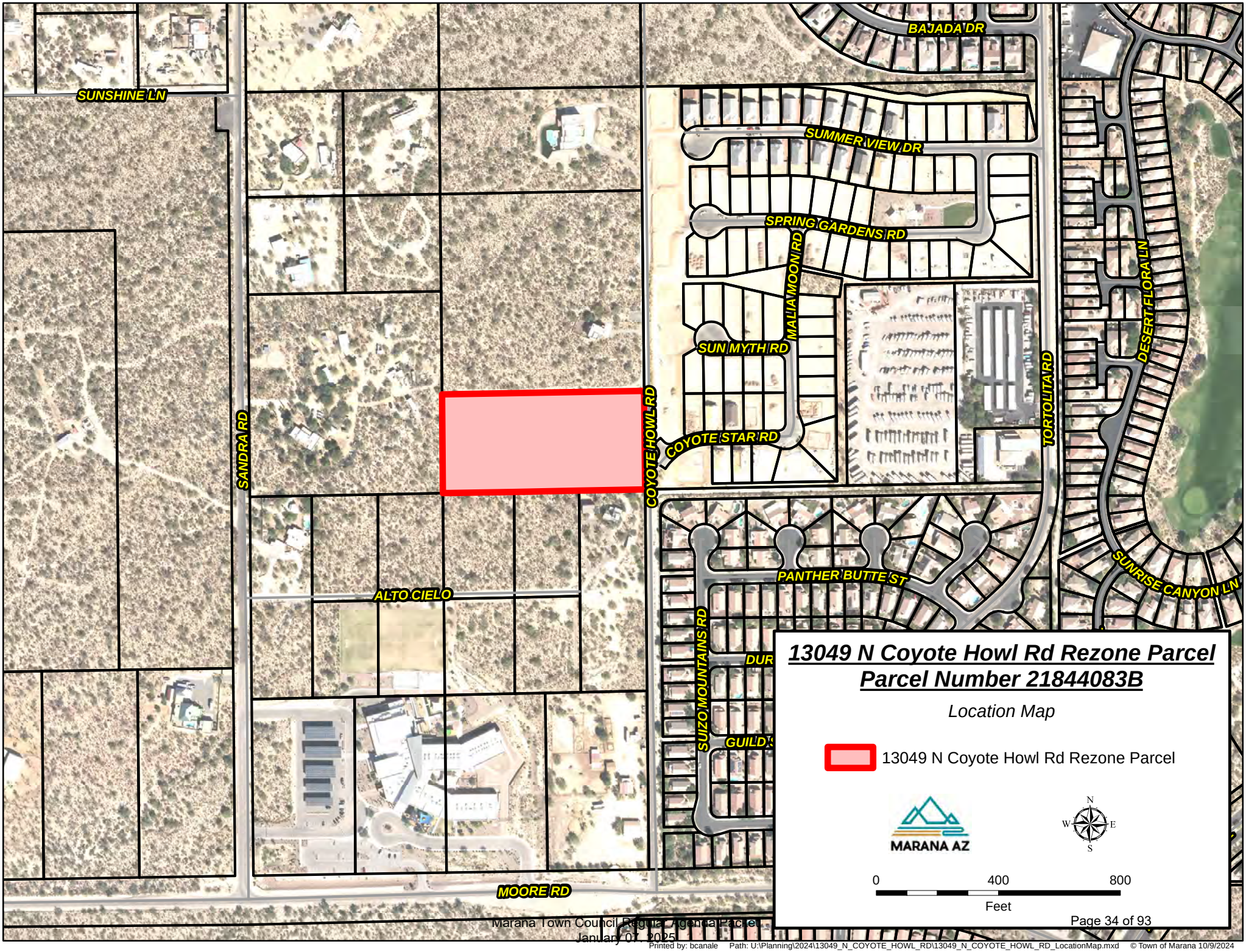
Continuing South 00 degrees 04 minutes 25 seconds East, a distance of 330.02 feet (+ or -) to an ACP stamped PE #2368;

Thence South 89 degrees 23 minutes 22 seconds West, a distance of 662.53 feet (+ or -) to an ACP stamped PE #2368;

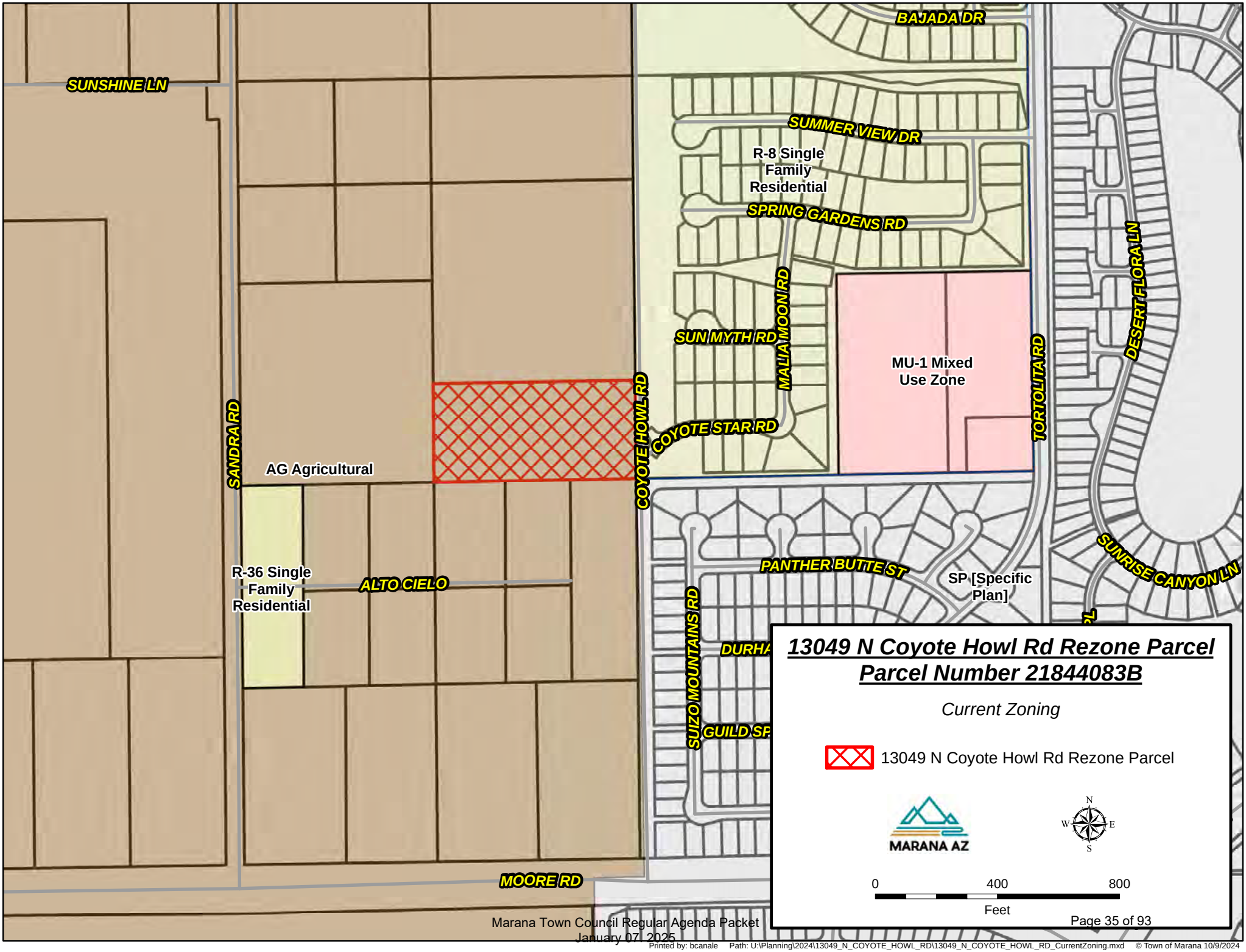
Thence North 00 degrees 04 minutes 04 seconds West, a distance of 330.81 feet (+ or -) to a 1/2 inch rebar tagged RLS #29267;

Thence North 89 degrees 27 minutes 28 seconds East, a distance of 662.49 feet (+ or -) To a 1/2 inch rebar tagged LS#12863, the POINT OF BEGINNING.

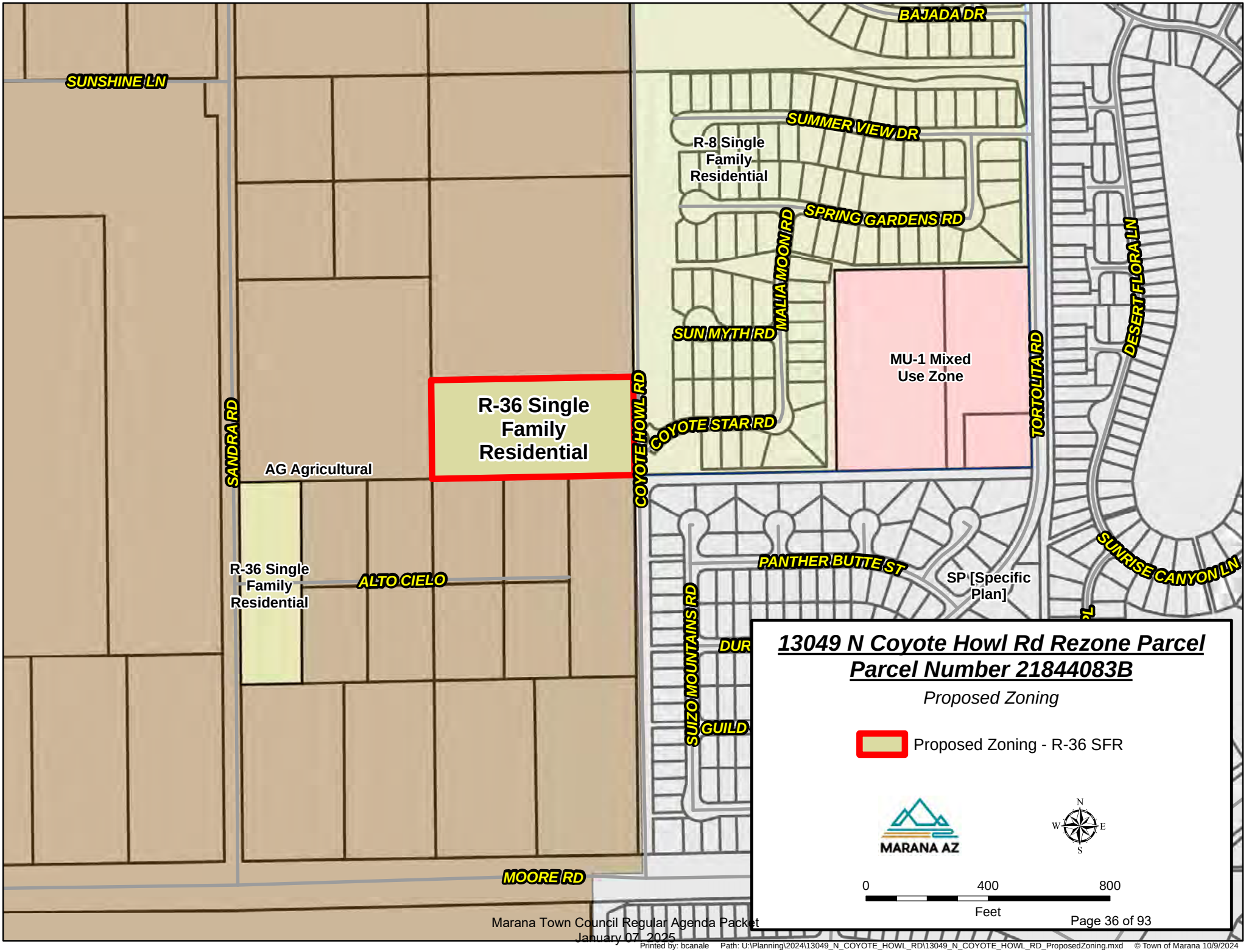
Above described property being shown as Lot 4 on record of survey recorded in Book 16 at Page 81, Pima County Recorder's Office, Pima County, Arizona.



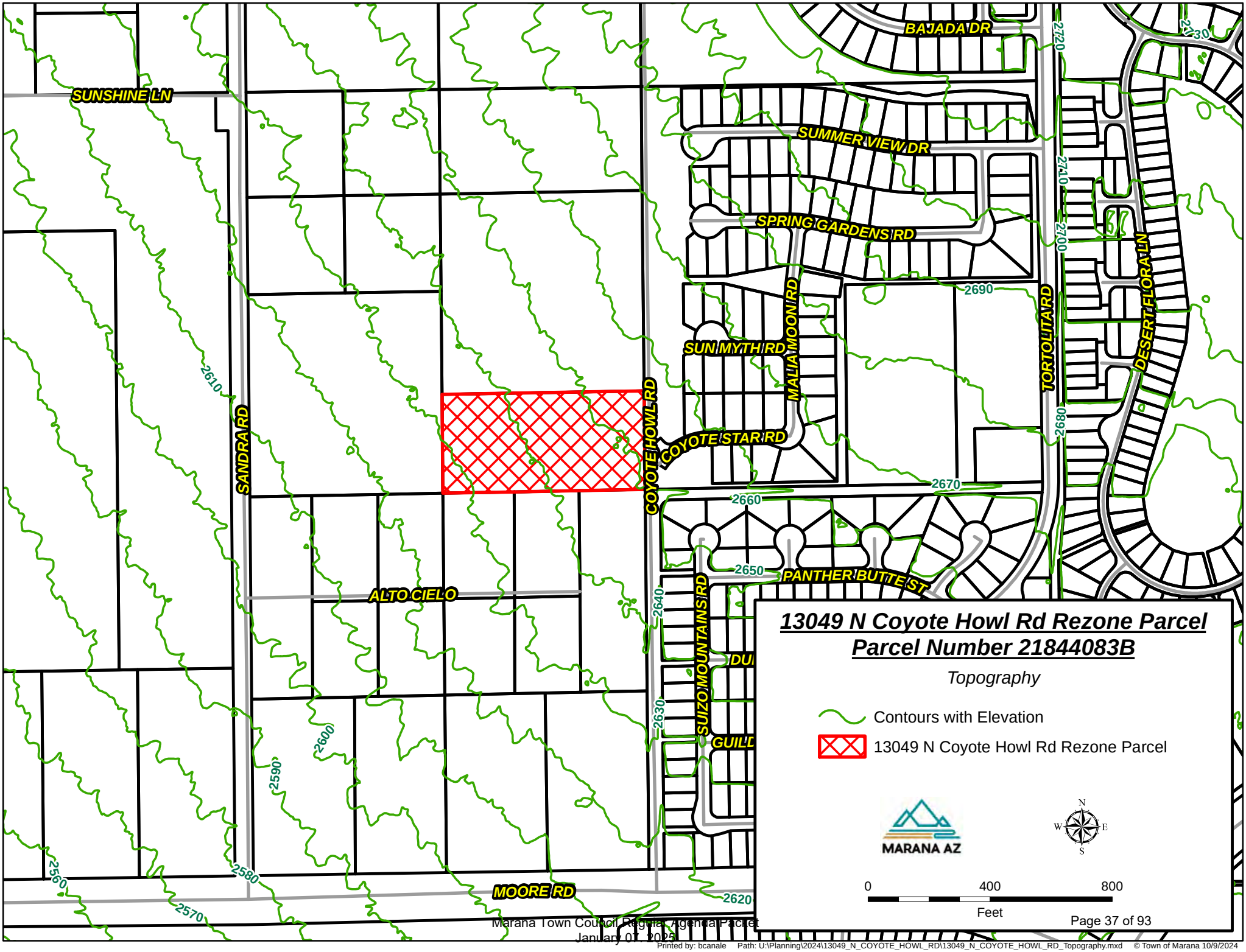
Printed by: bcanale Path: U:\Planning\2024\13049_N_COYOTE_HOWL_RD\13049_N_COYOTE_HOWL_RD_LocationMap.mxd © Town of Marana 10/9/2024



Printed by: bcanale Path: U:\Planning\2024\13049_N_COYOTE_HOWL_RD\13049_N_COYOTE_HOWL_RD_CurrentZoning.mxd © Town of Marana 10/9/2024



Printed by: bcanale Path: U:\Planning\2024\13049_N_COYOTE_HOWL_RD\13049_N_COYOTE_HOWL_RD_ProposedZoning.mxd © Town of Marana 10/9/2024



Printed by: bcanale Path: U:\Planning\2024\13049_N_COYOTE_HOWL_RD\13049_N_COYOTE_HOWL_RD_Topography.mxd © Town of Marana 10/9/2024

Coyote Howl Rezoning

Neighborhood Meeting Summary

Project: Cynthia Coleman and Roxanne Hampton ("Owners") own the property at 13049 N. Coyote Howl Rd., Assessor's Parcel Number 218-44-083B (the "Property"), located north of Moore Rd. and west of Dove Mountain in the Town of Marana ("Town"). The Property is approximately five acres in size and zoned Agricultural ("AG"). The majority of the Property is currently undeveloped, with the exception of the northeast corner, where a single-family home and several accessory structures are situated near Coyote Howl Rd. The Owners wish to split their Property into three separate parcels, retain the existing home and structures on one of the lots, and build two additional single-family homes on the remaining two lots. Both of the new homes will be owned by a separate family member (the "Project"). To accomplish this, the Owners are requesting a rezoning of the Property from AG to the Town's R-36 zoning district to permit their desired lot sizes. These new homes will be approximately the same size as the existing home and will be accessible via a shared driveway on the Property.

Date/Time: Tuesday, October 15, 2024, 6:00 p.m.

Location: Virtual Meeting (via Microsoft Teams link in letter)

Meeting Invitation: The meeting invitation was sent to all property owners within 300 feet of the Property via First-class Mail using a Town-generated mailing list. See attached invite and labels.

Attendance: Other than the Project Team, there was one attendee: Susan Tobias (5600 W. Alto Cielo), the Owners' adjacent neighbor to the south.

Project Team: The Project Team in attendance included:

- Cynthia Coleman, Roxanne Hampton, and Laura Coleman-McPhail (Rezoning Applicants)
- Rory Juneman & Jackson Cassidy, Lazarus & Silvyn (Planning/Zoning Consultants)

Meeting Synopsis:

Mr. Juneman began the meeting at 6:05pm and introduced himself and Mr. Cassidy to Ms. Tobias. Mr. Juneman presented Property background, details of the Project, and described the Town's rezoning process. The meeting slides are attached.

Q&A Topics:

Ms. Tobias asked the following questions:

1. Can you clarify the driveway location, appearance, and whether it will be public or private?

   Mr. Juneman explained that the driveway will be private, likely a dust-controlled dirt path with utilities buried underneath, and generally located along a portion of the Property's southern boundary which will track the shape of the new parcel boundary.

Ms. Coleman mentioned that they may try to initially continue using the current driveway to allow her family to access the future parcels, and later to establish the access easement for future use. Our team will follow up with Town staff to determine the Coleman's ability to do this.

2. Does the Town desire uniform-sized lots and do they support this lot split?

   Mr. Juneman explained the Town does not necessarily desire one lot size over the other but does provide different zoning districts for different uses and impacts. For example, the Project's proposed R-36 zone requires minimum lot sizes of 36,000 square feet. Mr. Juneman explained that this rezoning represented good planning practice, as the Property's slight increase in density would provide a suitable transition between the rural and urban/developed areas around the Property. Mr. Juneman also mentioned Town staff appears generally supportive of this rezoning and does not have major concerns with it.

3. Can Ms. Tobias' husband contact Mr. Juneman if he has additional questions?

   Mr. Juneman confirmed he would be available to answer any questions Ms. Tobias' husband may have and that his contact information was included in this meeting's notice letter.

4. Do you usually have good results on rezonings?

   Mr. Juneman replied that results of rezonings he works on are generally positive, and that they often work with neighbors and stakeholders to make projects better.

The meeting ended at approximately 6:20 p.m.

Outside of the meeting, our team received an email from the Owners' adjacent neighbor to the north, Judy Marro (13081 N. Coyote Howl Rd.). Ms. Marro had concerns about the location of the horse stable and an older work truck located on the Property. The Owners have since contacted Ms. Marro and let her know that the old horse stable will be removed and replaced by a new barn built to the south, further from Ms. Marro's property. The Owners also moved the truck out of sight from Ms. Marro's property.

Parcel ID	NAME	ATTN	ADDRESS	CITY-STATE	ZIP Code
218440720	SMITH DONNA L SOLE AND SEPARATE REVOC TR	ATTN: AVRAHAM CUTLER	810 7TH AVE STE 405	NEW YORK, NY	10019
21844075A	RITA LAND CORP 85% & REDHAWK MARANA LLC 15%		3561 E SUNRISE DR STE 201	TUCSON, AZ	85718
21844076A	RITA LAND CORP 85% & REDHAWK MARANA LLC 15%		3567 E SUNRISE DR STE 219	TUCSON, AZ	85718
218440800	TOBIAS ROBERT PAUL & SUSAN K JT/RS		5600 W ALTO CIELO	MARANA, AZ	85658
21844081A	RITA LAND CORP 85% & REDHAWK MARANA LLC 15%		3561 E SUNRISE DR STE 201	TUCSON, AZ	85718
21844082A	RITA LAND CORP 85% & REDHAWK MARANA LLC 15%		3561 E SUNRISE DR STE 201	TUCSON, AZ	85718
21844083B	HAMPTON ROXANE & COLEMAN CYNTHIA ANN JT/RS		5624 W MOORE RD	MARANA, AZ	85658
21844083G	MARRO JUDITH C LIVING TR		13081 N COYOTE HOWL RD	MARANA, AZ	85658
218441110	HICKS RICHARD A & MARY C CP/RS		12958 N SUIZO MOUNTAINS RD	MARANA, AZ	85658
218441120	SHREVE MELISSA JOY		12966 N SUIZO MOUNTAINS RD	MARANA, AZ	85658
218441130	ALDER ERIC R		5713 JUSTIN ROBERT ST	NORTH LAS VEGAS, NV	89031
218441140	DEZESS DANIEL H		12975 N SUIZO MOUNTAINS RD	MARANA, AZ	85658
218441150	SMITH JASON & MARLO CP/RS		12967 N SUIZO MOUNTAINS RD	MARANA, AZ	85658
218441160	IRWIN DEBORAH A		12959 N SUIZO MOUNTAINS RD	MARANA, AZ	85658
218441170	CULLEN JUSTIN GRAHAM & GOMEZ NORA JUANA JT/RS		12951 N SUIZO MOUNTAINS RD	MARANA, AZ	85658
218442420	TOWN OF MARANA		.	.	00000
218560470	VAN NORMAN JEFFREY ALBERT		9603 E MCKELLIPS RD	MESA, AZ	85207
218560480	SHELLY ESTEVEN & LIZETH Z CP/RS		5574 W SUN MYTH RD	MARANA, AZ	85658
218560490	GRIJALVA FRANCISCA N		5573 W SUN MYTH RD	MARANA, AZ	85658
218560500	TRUITT JILL RUTH		3432 BEDFORDSHIRE PL	LAS VEGAS, NV	89129
218560510	LUNDY DERYL & LESLEY REVOC TR		5553 W SUN MYTH RD	MARANA, AZ	85658
218560560	ESLAVA ADRIAN & SEVILLEJA KRISHNA CP/RS		5552 W COYOTE STAR RD	MARANA, AZ	85658
218560570	SEGUEL PATRICIA MAGDALENA MOREIRA & MARSH CHRISTOPHER LYNCH II CP/RS		5562 W COYOTE STAR RD	MARANA, AZ	85658
218560580	MELENDEZ ERIC CARLOS		5572 W COYOTE STAR RD	MARANA, AZ	85658
218560590	HANSEN FAMILY REVOC TR	ATTN: DONNA JEANNE HANSEN TR	5551 W COYOTE STAR RD	MARANA, AZ	85658
218560600	AHMED AREFIN & TOLY FARZANA YASMIN		5541 W COYOTE STAR RD	MARANA, AZ	85658
218560840	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: TRUST DEPARTMENT	6390 E TANQUE VERDE RD	TUCSON, AZ	85715

Law Offices of
Lazarus & Silvyn, P.C.

October 1, 2024

Dear Neighbor:

Our firm represents Cynthia Coleman and Roxanne Hampton ("Owners"), who own the property at 13049 N. Coyote Howl Road, Assessor's Parcel Number 218-44-083B (the "Property") located north of Moore Road and west of Dove Mountain in the Town of Marana ("Town"). The Property is approximately five acres in size and zoned Agricultural ("AG"). The majority of the Property is currently undeveloped, with the exception of the northeast corner, where a single-family home and several accessory structures are situated near Coyote Howl Road.

The Owners desire to split their Property into three separate parcels, retain the existing home and structures on one of the lots, and build two additional single-family homes on the remaining two lots. Both of the new homes will be owned by a separate family member (the "Project"). To accomplish this, the Owners must rezone their Property from AG to the Town's R-36 zoning district. These new parcels are each expected to be over one acre in size and will be accessible via a shared driveway on the Property. The new homes have not yet been designed but will be approximately the same size as the existing home.

Because you are a neighboring property owner, we are reaching out to let you know about the proposed rezoning request. We invite you to attend an online neighborhood meeting to discuss the rezoning proposal. The virtual meeting will be held on:

Tuesday, October 15th at 6:00 pm

via MS Teams

(See reverse for online meeting information.)

During the meeting we will provide an overview of the rezoning proposal and information regarding the Town's rezoning process. There will be plenty of time to ask questions and provide comments.

We look forward to having you join us. If you have any questions before the meeting, or if you cannot attend and would like to discuss the Project, please contact Rory Juneman or Robin Large at (520) 207-4464 or via email at RJuneman@LSLawAZ.com or RLarge@LSLawAZ.com.

Sincerely,

Rory Juneman & Robin Large
Lazarus & Silvyn, P.C.

The meeting will be held virtually using the **Microsoft Teams** platform. To access, please use the following meeting information:

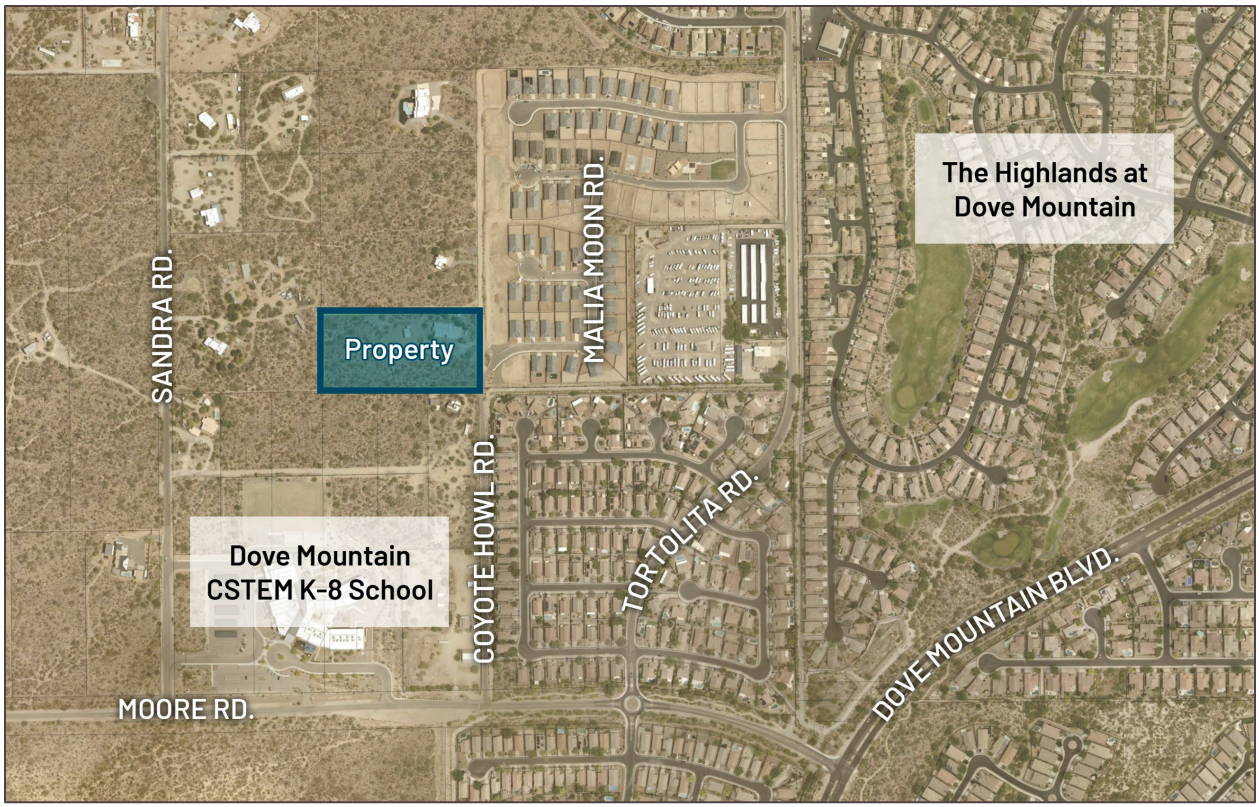
Tuesday, October 15th at 6:00 pm

Join on your computer, mobile app or room device:
www.microsoft.com/en-us/microsoft-teams/join-a-meeting

Meeting ID: 247 066 567 527
Passcode: nLBrT5

To access via phone, call: **1 (646) 838-1582**
Phone Conference ID: **523 944 625#**

Property Location:



13049 N. Coyote Howl Rd.

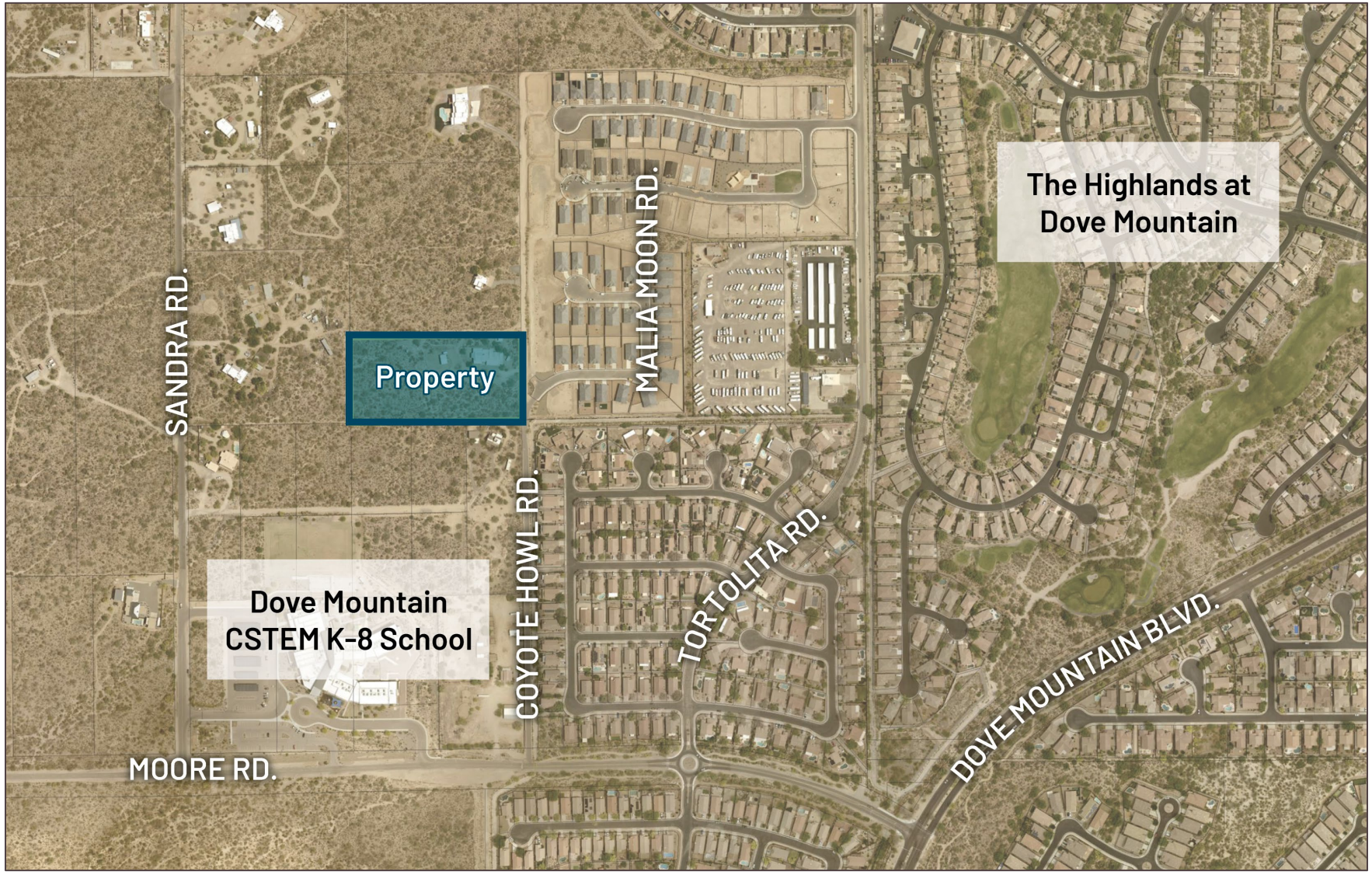
REZONING

Neighborhood Meeting

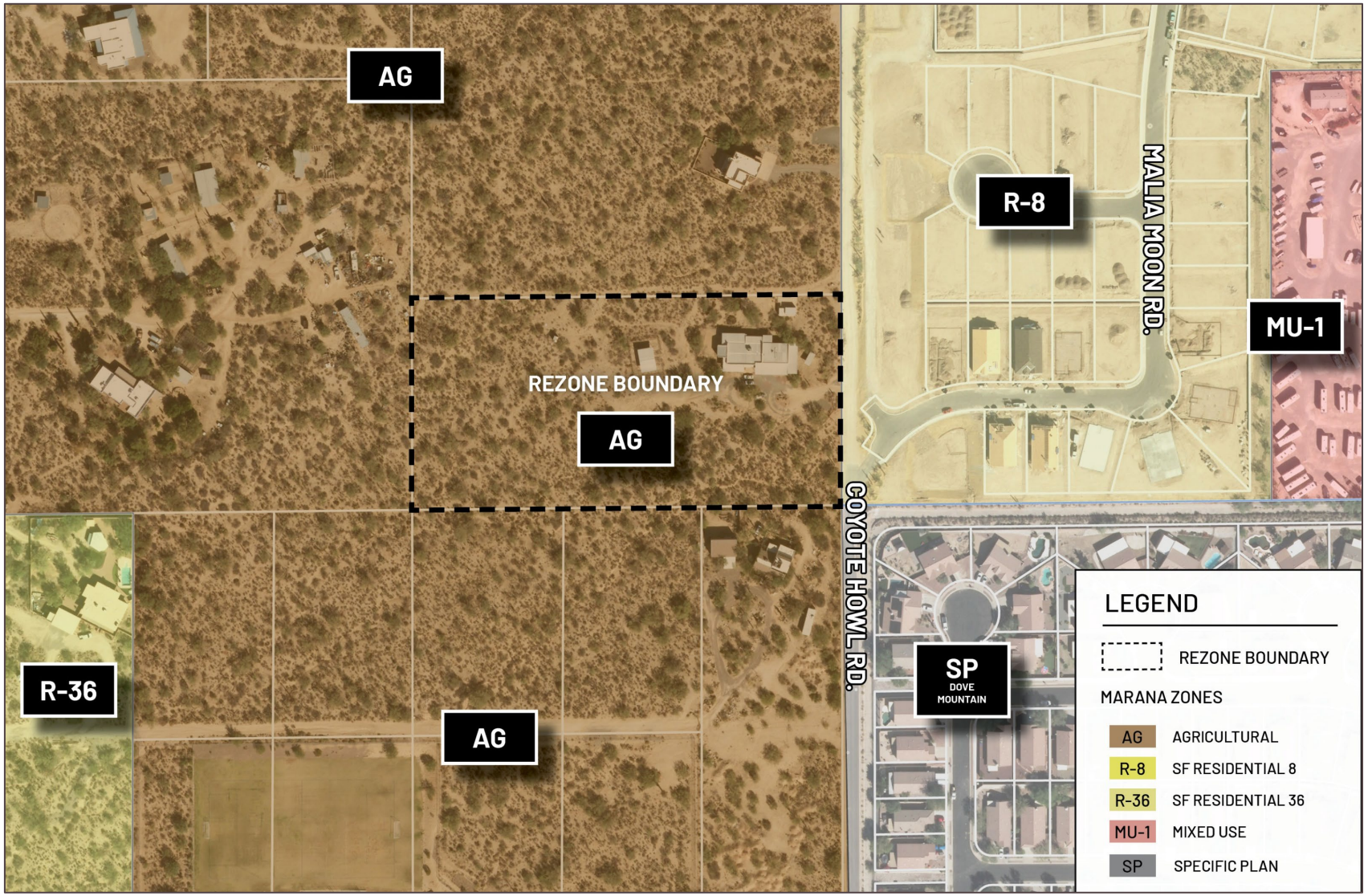
October 15, 2024

Law Offices of Lazarus & Silvyn, P.C.

PROJECT LOCATION



EXISTING ZONING



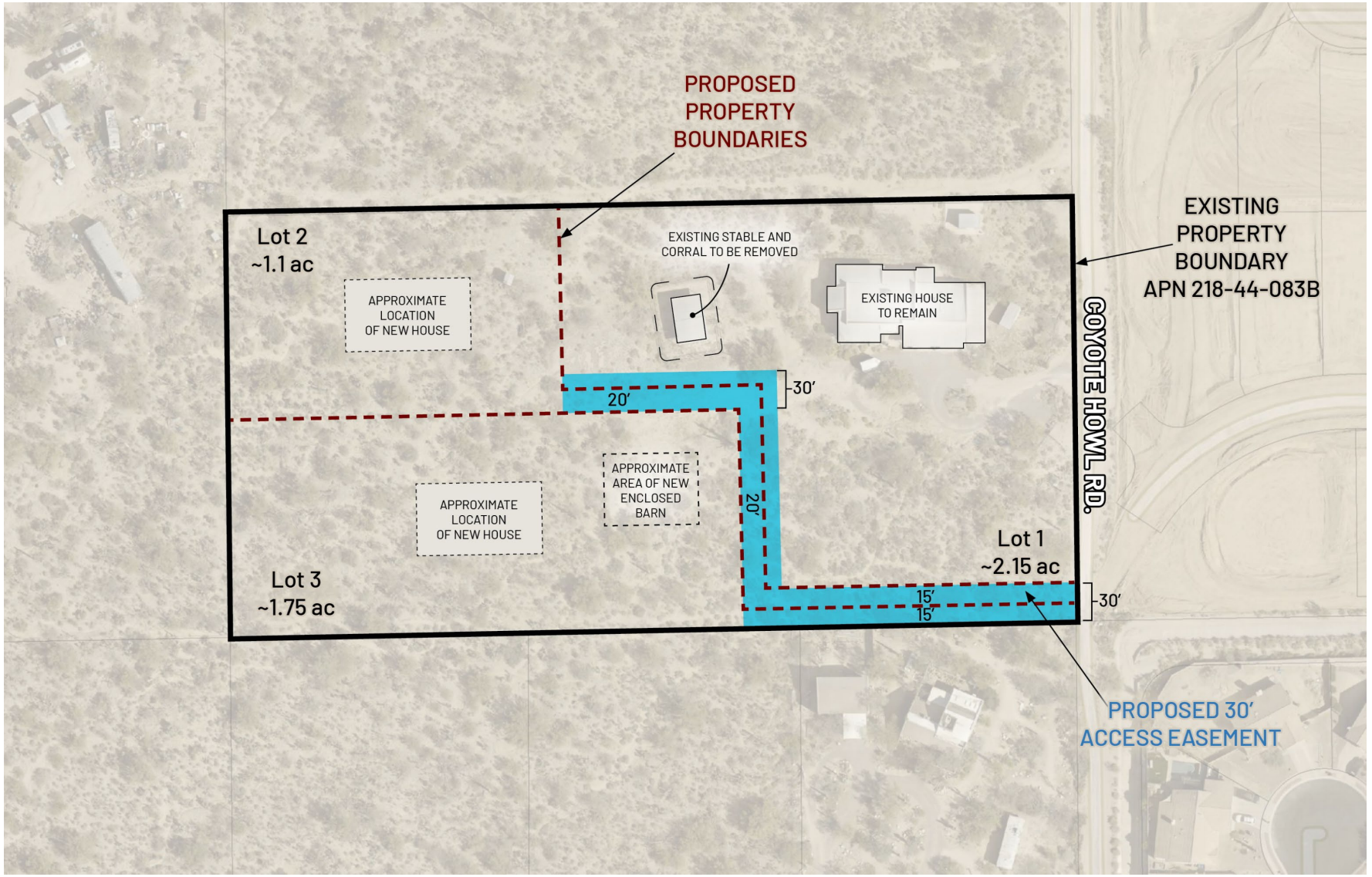
Rezone from AG to R-36

PROJECT LOCATION



13049 N. Coyote Howl Rd.

PRELIMINARY DEVELOPMENT PLAN



REZONING PROCESS

- Rezoning Submittal (late August)
- Neighborhood Meeting (October 15, 2024)
- Planning & Zoning Commission (estimated Nov/Dec 2024)
- Mayor & Council Public Meeting (estimated January 2025)

Questions?

Rory Juneman| Lazarus & Silvyn, P.C.

RJuneman@LSLawAZ.com | 520.207.4464

Robin Large | Lazarus & Silvyn, P.C.

RLarge@LSLawAZ.com | 520.207.4464

Law Offices of Lazarus & Silvyn, P.C.

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Coyote Howl Rezoning	
Description of Project: non-site analysis rezoning from AG to R-36	Number of Lots: 3
Parcel No.(s): 218-44-083B	Gross Area (Acres): 5
Project Address: 13049 N. Coyote Howl Road	
Ref. Project No.: n/a	

CONTACT INFORMATION

Owner: Cynthia Coleman & Roxane Hampton	Contact Name: Cynthia Coleman		
Address: 13049 N. Coyote Howl Road	City: Marana	State: AZ	Zip: 85658
Email: c.coleman1@comcast.net	Phone No.:		
Applicant: Lazarus & Silvyn	Contact Name: Rory Juneman/Robin Large		
Address: 5983 E. Grant Rd., Ste. 290	City: Tucson	State: AZ	Zip: 85712
Email: RLarge@LSLawAZ.com	Phone No.: (520) 207-4464		
Consultant/Engineer: n/a	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		

APPLICANT AUTHORIZATION

By signing below, I hereby acknowledge that I have read the information provided online at maranaaz.gov/arsnotice and certify that the information set forth in this application are true and correct to the best of my knowledge. I am either the owner of the property or I have been **authorized in writing** by the owner to file this application. (If the applicant is not the owner, attach written authorization from the owner)

Robin Large	Robin Large Digitally signed by Robin Large Date: 2024.08.26 09:01:10 -07'00'	8/26/2024
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 05/16/2023

Law Offices of
Lazarus & Silvyn, P.C.

August 26, 2024

Mr. Scott Radden
Senior Planner
Town of Marana Development Services Department
11555 W. Civic Center Drive
Marana, AZ 85653

SUBJECT: Coyote Howl Road – Non-Site Analysis Rezoning

Dear Mr. Radden:

Cynthia Coleman and Roxanne Hampton ("Owners") own the real property at 13049 N. Coyote Howl Road, Assessor's Parcel Number 218-44-083B (the "Property") located north of Moore Road and west of Dove Mountain in the Town of Marana (the "Town"). (See *Enclosure A: Location & Zoning Map*.) The Property is approximately 5 acres in size and zoned Agricultural ("AG"). Currently, there is one single-family home and several accessory structures on the Property. The Owners wish to rezone the Property from AG to the Town's R-36 zoning district so that they may split the existing lot into three parcels. (See *Enclosure B: Coyote Howl Proposed Lot Configuration*). They do not intend sell the additional lots, and instead they will build two homes on the new parcels (the "Project"), and all three homes will be owned by family members. This letter serves as a non-site analysis rezoning request to rezone the Property to R-36 to accommodate the Project.

Rezoning Request

The northeast corner of the Property is currently developed with one single-family home, two accessory structures and a small horse stable and corral. The remainder of the Property is undeveloped. The entire Property is outside of the FEMA floodplain and contains no significant topography or slope. The Property is adjacent to AG-zoned properties to the north, south and west. A newer residential subdivision with smaller, 8,000 square-foot lots developed under R-8 zoning is located east of the Property, across Coyote Howl Road.

Upon approval of the rezoning, the Project proposes to divide the Property into three parcels, each of which will have a single-family residence. The Project will retain the existing single-family home and accessory structures within the new Lot 1, and the existing horse corral and stable will be removed. Lots 2 and 3 will contain new single-family homes, and a new enclosed barn will be constructed on Lot 3. The approximate locations of the parcel boundaries and homes are shown on *Enclosure B*. Grading will be limited to pads for each of the two new home sites, the new barn, and the access driveway that connects to Coyote Howl Road (i.e., no mass grading will occur). The final locations and designs of these homes will be established during the permitting stage of the Project following the rezoning.

206 E. Virginia Avenue | Phoenix, AZ 85004-1110
602.340.0900 | Fax 602.340.8955
5983 E. Grant Road, Suite 290 | Tucson, AZ 85712-2365
520.207.4464 | Fax 520.300.9662

The Owners propose to rezone the 5-acre Property to R-36, which permits one dwelling unit per lot with a minimum lot size of 36,000 square feet, or about 0.83 acres. As shown in *Enclosure B*, each of the new lots will be at least one acre in size, which generally mirrors the size of the properties directly south of the Property. The Project proposal is compatible with existing surrounding residential uses and will serve as an appropriate zoning transition between the R-8 subdivision on the east and the larger lot, rural AG zoning to the west. The Project will comply with all R-36 development standards and Marana Town Code requirements.

Marana's General Plan, *Make Marana 2040*, supports the Project and rezoning request to R-36. The General Plan's Future Land Use Map designates the Property as Rural Residential ("RR"), which is described as follows:

> *The Rural Residential category designates areas that should maintain the rural character of the area by preserving much of the natural desert areas, agricultural fields, and scenic open spaces. Future development within this land use category consists of low-density and low-intensity uses, with residential densities limited up to one (1) dwelling unit per acre (du/ac) […] The existing zoning districts consistent with this land use category are: B, C, D, AG, RD-180, R-36, R-80, R-144, NC, and MU-1.*

The utility companies serving the Project will be Tucson Water ("TW"), Pima County Regional Wastewater Reclamation Department ("PCRWRD"), Trico Electric Cooperative ("Trico") and Southwest Gas ("SWG"). The Project will require extension of new water and sewer lines from existing active lines within Coyote Howl Road. To meet TW service requirements, Lots 2 and 3 will have flag-lot configurations, so that each has direct access to Coyote Howl Road (i.e., no easements are necessary for water lines). The Property will annex into Northwest Fire District ("NWFD"), and the Project must demonstrate compliance with fire suppression requirements at time of construction.

The driveway currently providing access to Lot 1 will be removed, and all three lots will share a new access drive on Coyote Howl Road along the southern Property boundary. A 30-foot private access easement, the approximate location shown on *Exhibit A,* will be established during the Minor Land Division process that will follow the rezoning approval.

Conclusion

We are requesting a rezoning of the Property from AG to R-36 to support the Project. Enclosed is a signed Owner Authorization Form authorizing the Project team to take actions necessary to obtain zoning entitlements and any other development-related approvals. Please do not hesitate to contact me if you have any questions or require additional information: (520) 207-4464 or via email at RLarge@LSLawAZ.com. Thank you for your consideration.

Sincerely,

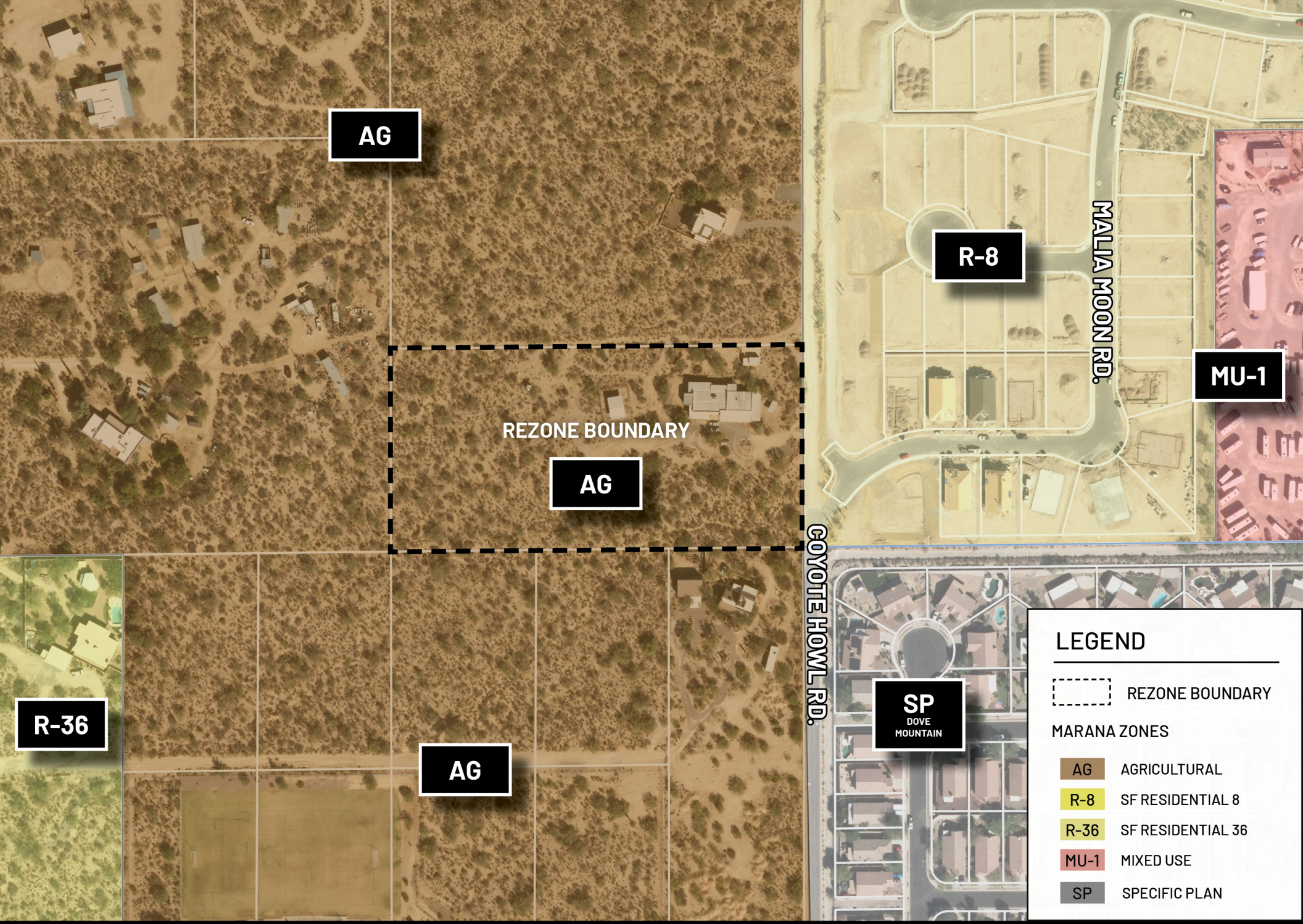


Robin M. Large
Senior Land Use Planner
Lazarus & Silvyn, P.C.

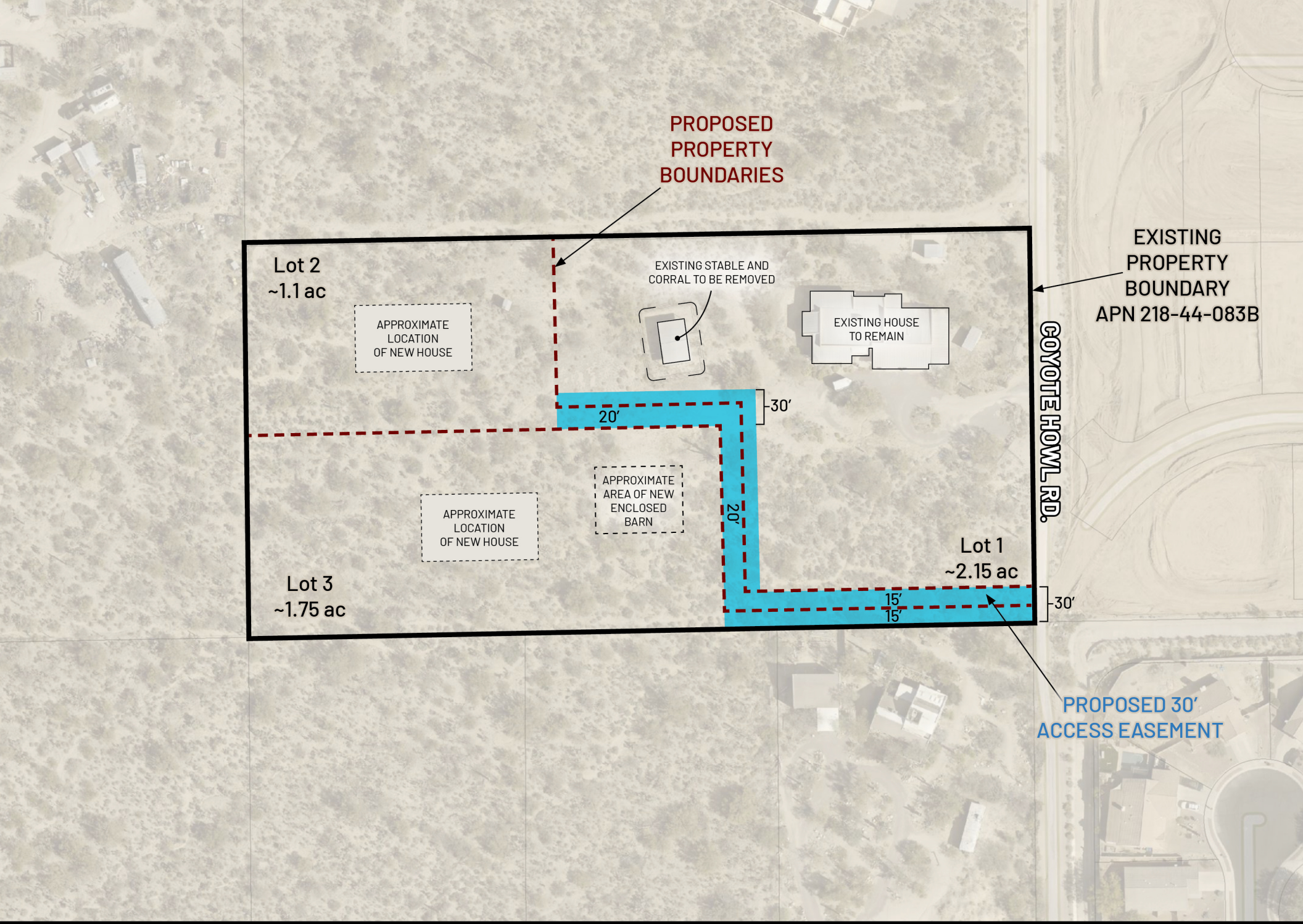
Enclosures:

A – Location & Zoning Map
B – Coyote Howl Proposed Lot Configuration
C – Owner Authorization Form

cc: Ms. Cynthia Coleman
Ms. Laura Coleman
Ms. Roxane Hampton
Mr. Rory Juneman, Esq.



Enclosure A: Location & Zoning Map



Enclosure B: Coyote Howl Proposed Lot Configuration

Council-Regular Meeting **A2**

Meeting Date: 01/07/2025

To: Mayor and Council

Submitted For: Matt Taylor, Planning Manager

From: Matt Taylor, Planning Manager

Date: January 7, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2025.002: Relating to Land Development; adopting amendments to Marana Town Code Title 17 "Land Development"; amending sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix) to allow up to 6 chickens to be kept on a single-family detached residential lot that is one-half acre or less in size and prescribing development regulations related to the keeping of chickens; amending section 17-6-7 (Animal-keeping) to add additional animal-keeping requirements for chickens; approving the housing impact statement pertaining to this ordinance; and designating an effective date (Matt Taylor)

Resolution No. 2025-002: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.002, revisions to Title 17 "Land Development" of the Marana Town Code, including amending sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix) to allow up to 6 chickens to be kept on a single-family detached residential lot that is one-half acre or less in size and prescribing development regulations related to the keeping of chickens; and amending section 17-6-7 (Animal-keeping) to add additional animal-keeping requirements for chickens (Matt Taylor)

Discussion:

Request
Town staff proposes to revise the Land Development Code text to allow backyard fowl on single-family residential lots, subject to certain development regulations.

Background
The Arizona Legislature adopted Laws 2024, Chapter 192 (House Bill (HB) 2325), signed by Governor Katie Hobbs on May 21, 2024, and effective on September 14, 2024, prohibiting a municipality from adopting any law, ordinance, or other regulation that prohibits a resident of a single-family detached residence on a lot one-half acre or less in size from keeping up to six fowl in the backyard of the property. House Bill 2325 is now codified in the Arizona Revised Statutes at A.R.S. § 9-462.10. Paragraph D of A.R.S. § 9-462.10 provides that any local laws, ordinances, and charter provisions to the contrary of A.R.S. § 9-462.10 are preempted. A copy of HB 2325 is included in the agenda materials.

Proposed Amendments
Currently, the Town Code allows up to 40 chickens per acre in the AG and RA (80,000 square foot lots or larger) zones, and one chicken for every 1,000 square feet of lot area in the ER and NR zones (6,000 square foot lots or larger). However, the Code currently prohibits chicken keeping in the GR, MR, RR, NC and VC zones (lots that are 5,000 square feet or smaller), as well as in the industrial zones. The proposed ordinance will bring the Marana Town Code (MTC) into compliance with the new law by revising MTC sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix) to allow up to 6 chickens to be kept on a single-family detached residential lot in the GR, MR, RR, NC and VC zones.

Additionally, the proposed ordinance does the following:

- Revises MTC section 17-4-3 (Use conditions matrix) to prescribe additional development regulations related to the keeping of chickens in the GR, MR, RR, NC and VC zones, including:

  - Chickens must be kept in an enclosure located in the rear or side yard.
  - Enclosures shall be set back at least 20 feet from any neighboring property line
  - Enclosures shall be a maximum of 200 square feet in size.
  - Enclosures must be shorter than the fence line of the lot; in no event shall the height of an enclosure exceed eight feet.
  - Requires that chicken-keeping structures on residential lots in the ER and NR zones must also be shorter than the fence line of the lot.

- Adds provisions to MTC section 17-6-7 (Animal-keeping) to add additional animal-keeping requirements for chickens kept on a single-family detached residential lot of one-half acre or smaller, including requiring the following:

  - Enclosures shall be maintained and manure picked up and disposed of or composted at least twice weekly.
  - Composted manure shall be kept in a way that prevents migration of insects.
  - Water sources shall have adequate overflow drainage.
  - Feed shall be stored in insect-proof and rodent-proof containers.

Public Notification
Notice of this public hearing was published in The Daily Territorial as required by law. Notices were also posted in various locations in the town.

Housing Impact Statement
A.R.S. § 9-462.01 paragraph J requires the Town to consider a housing impact statement regarding the impact of any zoning ordinance or zoning ordinance text amendment. The housing impact statement for this proposed ordinance is included in the agenda materials accompanying this proposed ordinance.

Staff Recommendation:
Staff recommends adoption of the amendments to Title 17 "Land Development" related to backyard fowl.

Planning Commission Recommendation:
The Planning Commission heard the request for the proposed revisions on December 11, 2024. By a vote of 7-0, the Planning Commission voted to recommend approval of the proposed Town Code revisions to the Town Council. At the Planning Commission, the version of the draft Code amendments presented included changes to the Town Code definitions of "chicken" and "fowl." On further consideration, Town staff believes that the existing definitions of these terms should remain in place without changes; thus, the version of the amendments presented at tonight's Council meeting does not include any changes to the definitions.

Suggested Motion:
I move to adopt Ordinance 2025.002, adopting amendments to Marana Town Code Title 17 “Land Development”; amending sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix) to allow up to 6 chickens to be kept on a single-family detached residential lot that is one-half acre or less in size and prescribing development regulations related to the keeping of chickens; amending section 17-6-7 (Animal-keeping) to add additional animal-keeping requirements for chickens; approving the housing impact statement pertaining to this ordinance; and designating an effective date; and Resolution No. 2025-002, declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.002.

Attachments

Ordinance No. 2025.002
Resolution No. 2025-002
Exhibit A - Code Amendments
Housing Impact Statement
HB 2325

MARANA ORDINANCE NO. 2025.002

RELATING TO LAND DEVELOPMENT; ADOPTING AMENDMENTS TO MARANA TOWN CODE TITLE 17 "LAND DEVELOPMENT"; AMENDING SECTIONS 17-4-2 (USE MATRIX) AND 17-4-3 (USE CONDITIONS MATRIX) TO ALLOW UP TO 6 CHICKENS TO BE KEPT ON A SINGLE-FAMILY DETACHED RESIDENTIAL LOT THAT IS ONE-HALF ACRE OR LESS IN SIZE AND PRESCRIBING DEVELOPMENT REGULATIONS RELATED TO THE KEEPING OF CHICKENS; AMENDING SECTION 17-6-7 (ANIMAL-KEEPING) TO ADD ADDITIONAL ANIMAL-KEEPING REQUIREMENTS FOR CHICKENS; APPROVING THE HOUSING IMPACT STATEMENT PERTAINING TO THIS ORDINANCE; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Arizona Legislature adopted Laws 2024, Chapter 192 (House Bill 2325), signed by Governor Katie Hobbs on May 21, 2024, and effective on September 14, 2024, prohibiting a municipality from adopting any law, ordinance, or other regulation that prohibits a resident of a single-family detached residence on a lot one-half acre or less in size from keeping up to six fowl in the backyard of the property; and

WHEREAS House Bill 2325 is now codified in the Arizona Revised Statutes at A.R.S. § 9-462.10; and

WHEREAS it is necessary for the Town's zoning code to be amended to conform with the requirements of A.R.S. § 9-462.10; and

WHEREAS A.R.S. § 9-462.01 paragraph J requires the Town to consider a housing impact statement regarding the impact of the zoning ordinance or zoning ordinance text amendment; and

WHEREAS the housing impact statement for this ordinance is on file with the Marana Town Clerk and in the Council's agenda backup materials accompanying this ordinance, and has been considered as part of the record of this ordinance; and

WHEREAS the Town Council finds this ordinance to be in the best interests of the Town and its citizens.

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

SECTION 1. The revisions to Title 17 "Land Development" of the Marana Town Code, amending sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix) to allow up to 6 chickens to be kept on a single-family detached residential lot that is one-half acre or less in size and prescribing development regulations related to the keeping of chickens; amending section 17-6-7 (Animal-keeping) to add additional animal-keeping requirements for chickens kept on a single-family detached residential lot of one-half acre or smaller, one paper copy and one electronic copy of which are on file in the office of the Town Clerk, which were made a public record by and attached as Exhibit A to Resolution No. 2025-002 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 housing impact statement for this ordinance on file with the Marana Town Clerk and in the Council's agenda backup materials accompanying this ordinance is hereby approved.

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 is effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of January, 2025.

_____
Vice Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2025-002

RELATING TO LAND DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2025.002, REVISIONS TO TITLE 17 "LAND DEVELOPMENT" OF THE MARANA TOWN CODE, INCLUDING AMENDING SECTIONS 17-4-2 (USE MATRIX) AND 17-4-3 (USE CONDITIONS MATRIX) TO ALLOW UP TO 6 CHICKENS TO BE KEPT ON A SINGLE-FAMILY DETACHED RESIDENTIAL LOT THAT IS ONE-HALF ACRE OR LESS IN SIZE AND PRESCRIBING DEVELOPMENT REGULATIONS RELATED TO THE KEEPING OF CHICKENS; AND AMENDING SECTION 17-6-7 (ANIMAL-KEEPING) TO ADD ADDITIONAL ANIMAL-KEEPING REQUIREMENTS FOR CHICKENS

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the revisions to Title 17 "Land Development" of the Marana Town Code adopted by Marana Ordinance No. 2025.002, 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 January, 2025.

_____
Vice Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

SECTION 1. Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), section 17-4-2 (Use matrix), Table 2 (Use matrix) is hereby amended as follows (with deletions shown with ~~strikethrough~~ and additions shown with double underlining and with all other existing table rows remaining unchanged):

Table 2. Use matrix											
Uses	**AG**	**RA**	**ER**	**NR**	**GR**	**MR**	**RR**	**NC**	**VC**	**LI**	**HI**
Chickens	U	U	U	U	U~~X~~	~~UX~~	~~UX~~	~~UX~~	~~UX~~	X	X

SECTION 2. Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), section 17-4-3 (Use conditions matrix), Table 3 (Conditions per use) is hereby amended as follows (with deletions shown with ~~strikethrough~~ and additions shown with double underlining and with all other existing table rows remaining unchanged):

Table 3. Conditions per use

Use	**Zone(s)**	**Condition(s)**
Chickens; roosters; other fowl	AG RA	No more than 40 animals per acre Structures shall be set back a minimum of 60 feet from any property whose zoning does not allow roosters or other fowl, and a minimum of 30 feet from any property line Must comply with all applicable animal-keeping standards, as set forth in section 17-6-7
Chickens	ER NR	One chicken permitted for every 1,000 square feet of lot area Chickens and associated structures prohibited in the area extending the full width of the lot between the main building and the front street lot line Structures six feet or less in height and 16 square feet or less in area are not required to be set back from the side or rear property line, but must be behind the main building Structures more than six feet in height or larger than 16 square feet in area are subject to accessory building setback requirements All structures must be at least 20 feet from any offsite dwelling unit A setback is not required from property lines abutting alleys, rights-of-way, access easements, or

Use	Zone(s)	Condition(s)
		nonresidential uses, or with the consent of the adjacent property owner Structures must be shorter than the fence line of the lot; in no event shall the ~~The maximum permitted~~ height of a structure ~~is~~ exceed 12 feet Must comply with all applicable animal-keeping standards, as set forth in section 17-6-7
	GR	Up to six chickens permitted per lot Chickens must be kept in an enclosure located in the rear or side yard Enclosures shall be set back at least 20 feet from any neighboring property line Enclosures shall be a maximum of 200 square feet in size Enclosures must be shorter than the fence line of the lot; in no event shall the height of an enclosure exceed eight feet Must comply with all applicable animal-keeping standards, as set forth in section 17-6-7
	MR RR	When developed as single-family detached residential pursuant to a CUP, up to six chickens permitted per lot, with same conditions as listed for the GR zone
	NC VC	When developed as single-family detached residential, up to six chickens permitted per lot, with same conditions as listed for the GR zone

SECTION 3. Marana Town Code Title 17 (Land Development), Chapter 17-6 (General and Miscellaneous Development Regulations), section 17-6-7 (Animal-keeping) is hereby amended as follows (with additions shown with double underlining):

17-6-7 Animal-keeping

[No revisions to paragraphs A through C]

D. When chickens are kept on a single-family detached residential lot of one-half acre or smaller, the following regulations shall apply:

1. Enclosures shall be maintained and manure picked up and disposed of or composted at least twice weekly.

2. Composted manure shall be kept in a way that prevents migration of insects.

3. Water sources shall have adequate overflow drainage.

4. Feed shall be stored in insect-proof and rodent-proof containers.

MARANA AZ
LEGAL

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jane Fairall, Town Attorney Jane Fairall

SUBJECT: Housing Impact Statement for Proposed Backyard Fowl Regulation Ordinance

DATE: November 12, 2024

This is the housing impact statement for the proposed Town of Marana zoning ordinance text amendment to accommodate backyard fowl (chickens) as mandated by Laws 2024, Chapter 192 (House Bill 2325), signed by Governor Katie Hobbs on May 21, 2024, and effective on September 14, 2024, now codified in the Arizona Revised Statutes at A.R.S. § 9-462.10.

Effective October 30, 2023, A.R.S. § 9-462.01 paragraph J as amended by Laws 2023 Chapter 85 includes the following housing impact statement requirement:

> J. Before adopting any zoning ordinance or zoning ordinance text amendment of general applicability, the legislative body of a municipality shall consider a housing impact statement regarding the impact of the zoning ordinance or zoning ordinance text amendment that shall include:
>
> 1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning ordinance or text amendment applies.
>
> 2. A description of any data or reference material on which the proposed zoning ordinance or text amendment is based.
>
> 3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning ordinance or text amendment.

As of the date of this housing impact statement, the Town of Marana allows up to 40 chickens per acre in the AG and RA (80,000 square foot lots or larger) zones, and one chicken for every 1,000 square feet of lot area in the ER and NR zones (6,000 square foot lots or larger). However, the Code currently prohibits chicken keeping in the GR, MR, RR, NC and VC zones (lots that are 5,000 square feet or smaller), as well as in the industrial zones. The

proposed ordinance will bring the Marana Town Code (MTC) into compliance with the new law by revising MTC sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix) to allow up to 6 chickens to be kept on a single-family detached residential lot in the GR, MR, RR, NC and VC zones.

The proposed ordinance is not anticipated to have any impact on the average cost to construct housing for sale or rent in the Town of Marana.

The proposed ordinance is based on the requirements of Laws 2024, Chapter 192 (House Bill 2325), now codified in the Arizona Revised Statutes at A.R.S. § 9-462.10.

There are no less costly alternative methods of achieving the purpose of the proposed ordinance. A less restrictive alternative would be to allow backyard fowl (chickens) in residential zones with no restrictions.

State of Arizona
House of Representatives
Fifty-sixth Legislature
Second Regular Session
2024

CHAPTER 192

HOUSE BILL 2325

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 6.1, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-462.10; AMENDING TITLE 11, CHAPTER 6, ARTICLE 2, ARIZONA REVISED STATUTES, BY ADDING SECTION 11-820.04; RELATING TO MUNICIPAL AND COUNTY ZONING.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Title 9, chapter 4, article 6.1, Arizona Revised Statutes, is amended by adding section 9-462.10, to read:

9-462.10. Backyard fowl regulation; prohibition; exceptions; state preemption; definition

A. A MUNICIPALITY MAY NOT ADOPT ANY LAW, ORDINANCE OR OTHER REGULATION THAT PROHIBITS A RESIDENT OF A SINGLE-FAMILY DETACHED RESIDENCE ON A LOT THAT IS ONE-HALF ACRE OR LESS IN SIZE FROM KEEPING UP TO SIX FOWL IN THE BACKYARD OF THE PROPERTY. A MUNICIPALITY MAY:

1. PROHIBIT A RESIDENT FROM KEEPING MALE FOWL, INCLUDING ROOSTERS.

2. REQUIRE FOWL TO BE KEPT IN AN ENCLOSURE LOCATED IN THE REAR OR SIDE YARD OF THE PROPERTY AT LEAST TWENTY FEET FROM A NEIGHBORING PROPERTY AND RESTRICT THE SIZE OF THE ENCLOSURE TO A MAXIMUM OF TWO HUNDRED SQUARE FEET WITH A MAXIMUM HEIGHT OF EIGHT FEET.

3. REQUIRE THE ENCLOSURE TO BE MAINTAINED AND MANURE PICKED UP AND DISPOSED OF OR COMPOSTED AT LEAST TWICE WEEKLY.

4. REQUIRE THAT COMPOSTED MANURE BE KEPT IN A WAY THAT PREVENTS MIGRATION OF INSECTS.

5. REQUIRE WATER SOURCES WITH ADEQUATE OVERFLOW DRAINAGE.

6. REQUIRE THAT FEED BE STORED IN INSECT-PROOF AND RODENT-PROOF CONTAINERS.

7. PROHIBIT FOWL FROM RUNNING AT LARGE.

B. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, A MUNICIPALITY SHALL ENACT AN ORDINANCE THAT REQUIRES AN ENCLOSURE LOCATED IN A RESIDENTIAL COMMUNITY ON A LOT LESS THAN ONE ACRE IN SIZE TO BE SHORTER THAN THE FENCE LINE OF THE PROPERTY.

C. AN ORDINANCE THAT IS ENACTED AFTER THE EFFECTIVE DATE OF THIS SECTION DOES NOT APPLY TO AN ENCLOSURE THAT WAS CONSTRUCTED ON OR BEFORE THE EFFECTIVE DATE OF THIS SECTION.

D. THE PROPERTY RIGHTS OF PROPERTY OWNERS IN THIS STATE OUTLINED IN THIS SECTION ARE OF STATEWIDE CONCERN. THIS SECTION PREEMPTS ALL LOCAL LAWS, ORDINANCES AND CHARTER PROVISIONS TO THE CONTRARY.

E. FOR THE PURPOSES OF THIS SECTION, "FOWL" MEANS A COCK OR HEN OF THE DOMESTIC CHICKEN.

Sec. 2. Title 11, chapter 6, article 2, Arizona Revised Statutes, is amended by adding section 11-820.04, to read:

11-820.04. Backyard fowl regulation; prohibition; exceptions; state preemption; definition

A. A COUNTY MAY NOT ADOPT ANY LAW, ORDINANCE OR OTHER REGULATION THAT PROHIBITS A RESIDENT OF A SINGLE-FAMILY DETACHED RESIDENCE ON A LOT THAT IS ONE-HALF ACRE OR LESS IN SIZE FROM KEEPING UP TO SIX FOWL IN THE BACKYARD OF THE PROPERTY. A COUNTY MAY:

1. PROHIBIT A RESIDENT FROM KEEPING MALE FOWL, INCLUDING ROOSTERS.

2. REQUIRE FOWL TO BE KEPT IN AN ENCLOSURE LOCATED IN THE REAR OR SIDE YARD OF THE PROPERTY AT LEAST TWENTY FEET FROM A NEIGHBORING PROPERTY

AND RESTRICT THE SIZE OF THE ENCLOSURE TO A MAXIMUM OF TWO HUNDRED SQUARE FEET WITH A MAXIMUM HEIGHT OF EIGHT FEET.

3. REQUIRE THE ENCLOSURE TO BE MAINTAINED AND MANURE PICKED UP AND DISPOSED OF OR COMPOSTED AT LEAST TWICE WEEKLY.

4. REQUIRE THAT COMPOSTED MANURE BE KEPT IN A WAY THAT PREVENTS MIGRATION OF INSECTS.

5. REQUIRE WATER SOURCES WITH ADEQUATE OVERFLOW DRAINAGE.

6. REQUIRE THAT FEED BE STORED IN INSECT-PROOF AND RODENT-PROOF CONTAINERS.

7. PROHIBIT FOWL FROM RUNNING AT LARGE.

B. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, A COUNTY SHALL ENACT AN ORDINANCE THAT REQUIRES AN ENCLOSURE LOCATED IN A RESIDENTIAL COMMUNITY ON A LOT LESS THAN ONE ACRE IN SIZE TO BE SHORTER THAN THE FENCE LINE OF THE PROPERTY.

C. AN ORDINANCE THAT IS ENACTED AFTER THE EFFECTIVE DATE OF THIS SECTION DOES NOT APPLY TO AN ENCLOSURE THAT WAS CONSTRUCTED ON OR BEFORE THE EFFECTIVE DATE OF THIS SECTION.

D. THE PROPERTY RIGHTS OF PROPERTY OWNERS IN THIS STATE OUTLINED IN THIS SECTION ARE OF STATEWIDE CONCERN. THIS SECTION PREEMPTS ALL LOCAL LAWS AND ORDINANCES TO THE CONTRARY.

E. FOR THE PURPOSES OF THIS SECTION, "FOWL" MEANS A COCK OR HEN OF THE DOMESTIC CHICKEN.

APPROVED BY THE GOVERNOR MAY 21, 2024.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 21, 2024.

Council-Regular Meeting **A3**

Meeting Date: 01/07/2025

To: Mayor and Council

Submitted For: Jane Fairall, Town Attorney

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

Date: January 7, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Mayor and Council; appointment of a Council member to fill the vacancy in the mayor's position (Jane Fairall)

Discussion:

On November 22, 2024, Mayor Ed Honea passed away, leaving a vacancy in the mayoral seat on the Marana Town Council. When such a vacancy occurs, state law, Arizona Revised Statutes (A.R.S.) section 9-235, requires that "[t]he council shall fill a vacancy that may occur by appointment until the next regularly scheduled council election if the vacancy occurs more than thirty days before the nomination petition deadline, otherwise the appointment is for the unexpired term."

Section 2-1-4(B) of the Marana Town Code (MTC) also addresses the procedure for filling a vacancy in the mayor's position as follows:

B. If there is a vacancy in the mayor's position, the council shall elect one council member willing to serve as mayor, who shall resign his or her council seat and become the mayor as provided below.

1. If the vacancy in the mayor's position occurs more than 18 months following the commencement of the terms, the appointed mayor shall complete the elected mayor's term.

2. If the vacancy in the mayor's position occurs within 18 months following the commencement of the term, then the town shall schedule a special election for mayor to occur at the next primary and general elections of the town, calling for the election of a mayor to complete the remaining two years of the term. The appointed mayor shall

serve until the newly elected mayor takes office to complete the remaining two year mayoral term.

While the state statute and the Town Code provision set forth different timeframes, the result is the same in this case. Mayor Honea was re-elected in July 2024 to a new mayoral term that began on November 6, 2024. Thus, the vacancy in the mayor's seat has occurred both more than 30 days before the nomination petition deadline for the next regularly scheduled Council election and within 18 months following the commencement of Mayor Honea's new term. As such, the Town Council shall appoint a Council member willing to serve as the Town's mayor until a newly elected mayor takes office following a special election held for that purpose during the Town's next primary and general elections in 2026. The person elected in 2026 will complete the remainder of Mayor Honea's term, until the 2028 election, at which point the mayoral seat will return to the normal election cycle.

Because the Town Code currently is not consistent with state law, Town staff anticipates bringing proposed amendments to MTC Section 2-1-4 to Council for approval in early 2025.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to appoint _____ as Mayor of the Town of Marana, effective immediately, to serve until a newly elected Mayor takes office following a special election held for that purpose during the Town's next primary and general elections in 2026.

Attachments

No file(s) attached.

Council-Regular Meeting **D1**

Meeting Date: 01/07/2025

To: Mayor and Council

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

Date: January 7, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Mayor and Council; selection of the vice mayor (David L. Udall)

Discussion:

On November 22, 2024, Mayor Ed Honea passed away, creating a vacancy in the mayoral seat on the Marana Town Council. Since Mayor Honea's passing, Vice Mayor Jon Post has been serving as acting mayor pursuant to Section 2-3-2 of the Marana Town Code (MTC). Tonight's agenda includes an item providing for the appointment of a current Council member to fill the vacancy in the mayor's position until the Town's next primary and general elections in 2026.

If Vice Mayor Post is appointed by the Council to serve as mayor, then the vice mayor position will be vacant. Marana's vice mayor assumes the duties of mayor in the absence, disqualification, or resignation of the mayor. The vice mayor is appointed by the Town Council for a term of two years. On November 6, 2024, the Town Council appointed Jon Post to serve as the Town's Vice Mayor. Section 2-3-1 of the Marana Town Code provides that "council members shall choose a vice mayor from among their number by majority vote." Any council member may make a motion to appoint a certain council member to serve as vice mayor. The motion must be seconded and then voted upon. In the event there is no second or if the motion fails, the Council may continue making motions until a motion to appoint a council member as vice mayor is successfully passed by a majority of the Council.

This agenda item is included on tonight's agenda to allow the Council to fill the vice mayor vacancy, if one is created. If a Council member other than Vice Mayor Post is appointed to serve as mayor, then no action will need to be taken on this item. In the

event Vice Mayor Post is appointed by the Council to fill the mayoral vacancy, the council member appointed to serve as vice mayor in his stead will serve for the remainder of his unexpired term.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to appoint _____ as Vice Mayor for the Town of Marana.

Attachments

No file(s) attached.

Council-Regular Meeting **D2**

Meeting Date: 01/07/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: January 7, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-003: Relating to Administration; approving and authorizing the Mayor to execute the Town Manager's Employment Agreement between the Town of Marana and Terry S. Rozema (Jane Fairall)

Discussion:

On October 20, 2020, the Town Council appointed Terry Rozema to serve as Interim Town Manager. Mr. Rozema previously served as the Chief of the Marana Police Department. On February 2, 2021, the Town Council adopted Resolution No. 2021-015, appointing Mr. Rozema to the position of Town Manager, and entering into an employment agreement with him for an initial term of one year, from February 2, 2021 through February 1, 2022. Since then, the Council has reappointed Mr. Rozema to successive one-year terms as Town Manager, most recently by adoption of Resolution No. 2024-010 on January 16, 2024. Mr. Rozema's 2024-2025 employment agreement, a copy of which is attached to this agenda item for the Council's information, provided for an annual base salary of $222,600, benefits consistent with those enjoyed by other Town employees, and the following additional benefits:

- The Town pays 5% of the Manager's annual income into his deferred compensation account.
- The Manager receives six months' salary as severance pay (plus accrued unused vacation leave and 5% of annual income paid into deferred compensation) if the Town Manager is terminated for convenience within the first 180 days of the term of the Agreement.
- If the Town Manager is terminated for convenience after the first 180 days of the term of this Agreement, the Manager receives severance pay equal to his salary for the remaining number of months in the term of the agreement (plus accrued

unused vacation leave and 5% of annual income paid into deferred compensation)
- The Town Manager's maximum vacation leave accrual is 350 hours (other Town employees may accrue up to 320 hours).
- The Manager is given use of a Town vehicle.
- The Town Manager may request that the Town purchase up to a cumulative total of 125 hours of the Town Manager's accrued vacation leave from the Town Manager.

A proposed new agreement for a one-year term from February 2, 2025 through February 1, 2026, is included within the Council packet for consideration. The agreement proposes to maintain the same benefits and terms and conditions as the 2024-2025 agreement, except that the compensation in the proposed agreement has been left blank for Council consideration and discussion.

An executive session is also scheduled on tonight's agenda to discuss Mr. Rozema's employment and contract if needed.

Financial Impact:

The Town Manager's Office department budget has adequate existing budgetary capacity to pay for the Town Manager's salary and benefits.

Staff Recommendation:

Council's pleasure

Suggested Motion:

I move to adopt Resolution No. 2025-003, approving and authorizing the Mayor to execute the Town Manager's Employment Agreement between the Town of Marana and Terry S. Rozema with an annual base salary of $ _____.

Attachments

Resolution No. 2025-003

Exhibit A - Employment Agreement

Rozema 2024-2025 agreement

MARANA RESOLUTION NO. 2025-003

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND TERRY S. ROZEMA

WHEREAS the Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1; and

WHEREAS by motion adopted on October 20, 2020, the Town Council appointed Terry S. Rozema to the position of interim town manager effective immediately; and

WHEREAS, on February 2, 2021, the Town Council adopted Resolution No. 2021-015, appointing Mr. Rozema to the position of town manager, and entering into an employment agreement with Mr. Rozema for an initial term of one year, from February 2, 2021 through February 1, 2022; and

WHEREAS, on February 1, 2022, the Town Council adopted Resolution No. 2022-011, reappointing Mr. Rozema to the position of town manager, and entering into an employment agreement with Mr. Rozema for a term of one year, from February 2, 2022 through February 1, 2023; and

WHEREAS, on January 17, 2023, the Town Council adopted Resolution No. 2023-009, reappointing Mr. Rozema to the position of town manager, and entering into an employment agreement with Mr. Rozema for a term of one year, from February 2, 2023, through February 1, 2024; and

WHEREAS, on January 16, 2024, the Town Council adopted Resolution No. 2024-010, reappointing Mr. Rozema to the position of town manager, and entering into an employment agreement with Mr. Rozema for a term of one year, from February 2, 2024, through February 1, 2025; and

WHEREAS the Town Council now desires to enter into a new employment agreement with Mr. Rozema to set the terms and conditions of his continued employment as town manager.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the employment agreement 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.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of January, 2025.

Vice Mayor Jon Post

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND TERRY S. ROZEMA

This Employment Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and TERRY S. ROZEMA (the "Town Manager"). The Town and the Town Manager are collectively referred to in this Agreement as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. The Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1.

B. The Town Manager's education, training, and experience qualify him to provide the professional services sought by the Town.

C. By motion adopted on October 20, 2020, the Town Council appointed the Town Manager to the position of interim town manager of the Town effective immediately.

D. On February 2, 2021, the Town Council adopted Resolution No. 2021-015, appointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for an initial term of one year, from February 2, 2021 through February 1, 2022.

E. On February 1, 2022, the Town Council adopted Resolution No. 2022-011, reappointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for a term of one year, from February 2, 2022 through February 1, 2023.

F. On January 17, 2023, the Town Council adopted Resolution No. 2023-009, reappointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for a term of one year, from February 2, 2023, through February 1, 2024.

G. On January 16, 2024, the Town Council adopted Resolution No. 2024-010, reappointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for a term of one year, from February 2, 2024, through February 1, 2025.

H. The Parties now desire to enter into a new employment agreement to set the terms and conditions of the Town Manager's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Term

1.1. Term. This Agreement shall be effective on February 2, 2025, and shall continue in full force and effect until February 1, 2026, unless it is sooner terminated by either Party pursuant to Article 4 below. If this Agreement expires at the end of this term with no Town Council action to renew or extend it, the Town Manager's employment shall terminate and the Town Manager shall be entitled to no further salary or benefits from the Town, except that all earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager.

1.2. Severance Provision Term. The provisions of paragraph 4.1 below relating to the payment of severance benefits shall remain in full force and effect throughout the term of this Agreement to the extent permitted by Arizona law.

Article 2. Duties and Performance

2.1. Standards of Performance. The Town Manager shall render professional Town management services to the Town. The Town Manager shall be under the administrative supervision and control of the Town Council, subject to his compliance at all times with federal, state and local law, and the International City/County Management Association Code of Ethics.

2.2. Full-Time Work. The Town Manager shall devote his full working professional time and attention to the management of the Town of Marana. During his employment by the Town, the Town Manager shall not, without written consent of the Town, directly or indirectly render services of a professional nature to or for any person or firm for compensation, or engage in any practice or professional endeavor that compromises the interests of the Town. However, the expenditure of reasonable time and resources for civic, community, non-municipal political or professional activities shall not be deemed a breach of this provision.

2.3. Annual Goals and Objectives. Annually, the Town Council and the Town Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. The goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations.

Article 3. Compensation and Benefits

3.1. Salary. The Town shall pay the Town Manager an annual salary of $_____, beginning on the effective date of this Agreement, which is February 2, 2025.

3.2. Deferred Compensation. The Town shall execute all necessary documentation allowing the Town Manager to enroll in a qualified deferred compensation plan and the Town shall contribute an amount equal to 5% of the Town Manager's annual salary.

3.3. Expenses. The Town shall reimburse the Town Manager for all reasonable travel and business expenses incurred by the Town Manager in the performance of his duties, in accordance with the general policies of the Town. Reasonable business expenses shall include, but are not limited to, costs incurred to meet and dine with individuals and groups involved in or sought out to be involved in Town development or economic development activities. The Town shall pay for the Town Manager's attendance at a reasonable number of professional or municipal conferences, specifically including reimbursement for professional association dues and one annual International City/County Management Association (ICMA) conference and appropriate State professional conferences. The Manager is encouraged to participate in civic activities. The Town shall sponsor and pay for membership dues and fees for the Manager's involvement in local service organizations.

3.4. Indemnification. The Town shall indemnify, defend, and hold the Town Manager harmless from all liability for damages, court costs, litigation expenses, and attorney fees which arise out of acts or omissions of the Town Manager committed within the course and scope of the Town Manager's employment. The Town Manager shall have the rights set forth under Town Code Section 2-10-2 as it currently exists, and any amendment that limits or reduces the protection of the Town Manager during the duration of this Agreement shall not apply.

3.5. Liability Coverage. The Town shall maintain comprehensive liability coverage effectively covering the Town Manager against any and all claims associated with the reasonable performance of the Town Manager's responsibilities within the scope of his employment.

3.6. Fidelity Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

3.7. Holidays. The Town Manager shall be entitled to the same paid holidays to which other employees of the Town are entitled, as provided in the Personnel Policies and Procedures.

3.8. Managed Time Off (MTO) Leave. The Town Manager shall be entitled to the same managed time off (MTO) leave allocations as are afforded to department directors of the Town, including an additional 40 hours of MTO leave per calendar year, as provided in the Town's Personnel Policies and Procedures. Upon termination of

employment, the Town Manager shall receive pay for accrued but unused MTO as provided in the Town's Personnel Policies and Procedures.

3.9. Vacation Leave. The Town Manager shall accrue vacation leave at the maximum accrual rate established in the Town's Personnel Policies and Procedures, currently 7.6923 hours per pay period. Upon termination of employment, the Town Manager shall receive pay for accrued but unused vacation leave as provided in the Town's Personnel Policies and Procedures. The cap on vacation leave established by the Town's Personnel Policies and Procedures shall not apply to the Town Manager and is hereby replaced with a total vacation leave accrual cap of 350 hours.

3.9.1. At any time during the term of this Agreement, the Town Manager may request that the Town purchase, at the applicable salary rate set forth in paragraph 3.1 above, up to a cumulative total of 125 hours of the Town Manager's accrued vacation leave from the Town Manager.

3.10. Tuition Reimbursement. The Town shall provide the same tuition reimbursement to the Town Manager as is available generally to Town employees under Policy 6-2 of the Town's Personnel Policies and Procedures. The Mayor shall perform all functions normally undertaken by the department head, human resources director or town manager under Policy 6-2 for purposes of reviewing and approving tuition reimbursement requests by the Town Manager.

3.11. Use of Town Vehicle. The Town Manager's duties require that he shall at all times during his employment with the Town have use of an automobile provided to him by the Town for Town business. The Town Manager may transport guests of the Town Manager within or outside the Town's corporate limits. The Town Manager is permitted to make incidental personal use of the Town Vehicle, including by way of example stopping for personal business on the way to or from official Town business.

3.12. Health and Other Insurance; Retirement Plan; Other Benefits. Except as otherwise amended or expanded by this Agreement, the Town Manager shall receive all insurance, retirement, and other benefits afforded to all other Town employees.

3.13. Work Hours. The Town recognizes that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. The Town Manager may adjust his office hours as he shall deem appropriate so long as he is reasonably available and the management of the Town is not harmed.

Article 4. Termination.

4.1. Termination by the Town for Convenience. The Town may terminate the Town Manager's employment for convenience. For purposes of this Agreement, termination for "convenience" means termination for any reason other than for "cause" (see paragraph 4.2 below). If the Town terminates the Town Manager's employment for convenience, then this Agreement shall terminate, and the Town shall pay the Town Manager severance benefits as set forth in this paragraph 4.1.

4.1.1. If the Town terminates the Town Manager's employment for convenience within the first 180 days of the term of this Agreement, the Town shall pay the Town Manager:

4.1.1.1. A lump sum severance payment equal to six months of the Town Manager's salary; and

4.1.1.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 5% of the Town Manager's then-existing annual salary. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in this paragraph, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager; and

4.1.1.3. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above).

4.1.2. If the Town terminates the Town Manager's employment for convenience after the first 180 days of the term of this Agreement, the Town shall pay the Town Manager:

4.1.2.1. A lump sum severance payment equal to the Town Manager's salary for the number of months remaining in the term of the Agreement. By way of illustration and not limitation, if the Town Manager is terminated with three months remaining in the term of this Agreement, the Town will pay the Town Manager a lump sum severance payment equal to three months of the Town Manager's salary; and

4.1.2.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 5% of the Town Manager's then-existing annual salary. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in this paragraph, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager; and

4.1.2.3. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above).

4.2. Termination by the Town for Cause. The Town may terminate the Town Manager's employment for cause. For purposes of this Agreement, termination for "cause" is defined as (i) the commission of a criminal offense; (ii) the commission of an immoral act or other behavior, whether on or off duty, which brings the Town into disrepute, embarrasses the Town publicly, or raises questions about the Town Manager's fitness to serve in his role as Town Manager; (iii) non-performance of a required duty; or (iv) any similarly serious reason for termination. If the Town terminates the Town Manager's employment for "cause," then this Agreement shall terminate. All salary payable to the Town Manager under this Agreement shall immediately cease, except that all earned but unpaid salary and benefits, and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above.

4.3. Termination by the Town Manager. The Town Manager may terminate his employment at any time, for any reason or for no reason, by delivering to the Mayor and Council a written notice at least 30 days in advance of his requested termination date. If the Town Manager terminates his employment, this Agreement shall terminate upon the termination date, and the following terms shall apply:

4.3.1. All salary payable to the Town Manager under this Agreement shall cease upon the date of termination of employment. All earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town may, in its sole discretion, elect to accelerate the Town Manager's departure date from the Town upon receipt of the Town Manager's notice. In that event, the Town Manager shall be paid through the accelerated termination date chosen by the Town. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above.

4.3.2. In the Town's sole discretion, the Town may request that the Town Manager make himself reasonably available, as needed by the Town, for consulting purposes for a period of three months after termination of employment. In that event, the Town and the Town Manager shall enter into a separate agreement for the purpose of compensating the Town Manager on an hourly basis for his services, at a rate equivalent to his compensation and benefits earned with the Town pursuant to this Agreement.

Article 5. General Terms and Conditions.

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

5.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and

contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

5.3. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Town Manager, and neither Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

TOWN:	TOWN MANAGER:
THE TOWN OF MARANA, an Arizona municipal corporation	TERRY S. ROZEMA
By:_____ Jon Post, Vice Mayor	By:_____ Terry S. Rozema
Date:_____	Date:_____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND TERRY S. ROZEMA

This Employment Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and TERRY S. ROZEMA (the "Town Manager"). The Town and the Town Manager are collectively referred to in this Agreement as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. The Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1.

B. The Town Manager's education, training, and experience qualify him to provide the professional services sought by the Town.

C. By motion adopted on October 20, 2020, the Town Council appointed the Town Manager to the position of interim town manager of the Town effective immediately.

D. On February 2, 2021, the Town Council adopted Resolution No. 2021-015, appointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for an initial term of one year, from February 2, 2021 through February 1, 2022.

E. On February 1, 2022, the Town Council adopted Resolution No. 2022-011, reappointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for a term of one year, from February 2, 2022 through February 1, 2023.

F. On January 17, 2023, the Town Council adopted Resolution No. 2023-009, reappointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for a term of one year, from February 2, 2023, through February 1, 2024.

G. The Parties now desire to enter into a new employment agreement to set the terms and conditions of the Town Manager's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Term

1.1. Term. This Agreement shall be effective on February 2, 2024, and shall continue in full force and effect until February 1, 2025, unless it is sooner terminated by either Party pursuant to Article 4 below. If this Agreement expires at the end of this term with no Town Council action to renew or extend it, the Town Manager's employment shall terminate and the Town Manager shall be entitled to no further salary or benefits from the Town, except that all earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager.

1.2. Severance Provision Term. The provisions of paragraph 4.1 below relating to the payment of severance benefits shall remain in full force and effect throughout the term of this Agreement to the extent permitted by Arizona law.

Article 2. Duties and Performance

2.1. Standards of Performance. The Town Manager shall render professional Town management services to the Town. The Town Manager shall be under the administrative supervision and control of the Town Council, subject to his compliance at all times with federal, state and local law, and the International City/County Management Association Code of Ethics.

2.2. Full-Time Work. The Town Manager shall devote his full working professional time and attention to the management of the Town of Marana. During his employment by the Town, the Town Manager shall not, without written consent of the Town, directly or indirectly render services of a professional nature to or for any person or firm for compensation, or engage in any practice or professional endeavor that compromises the interests of the Town. However, the expenditure of reasonable time and resources for civic, community, non-municipal political or professional activities shall not be deemed a breach of this provision.

2.3. Annual Goals and Objectives. Annually, the Town Council and the Town Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. The goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations.

Article 3. Compensation and Benefits

3.1. Salary. The Town shall pay the Town Manager an annual salary of $222,600.00, beginning on the effective date of this Agreement, which is February 2, 2024.

3.2. Deferred Compensation. The Town shall execute all necessary documentation allowing the Town Manager to enroll in a qualified deferred compensation plan and the Town shall contribute an amount equal to 5% of the Town Manager's annual salary.

3.3. Expenses. The Town shall reimburse the Town Manager for all reasonable travel and business expenses incurred by the Town Manager in the performance of his duties, in accordance with the general policies of the Town. Reasonable business expenses shall include, but are not limited to, costs incurred to meet and dine with individuals and groups involved in or sought out to be involved in Town development or economic development activities. The Town shall pay for the Town Manager's attendance at a reasonable number of professional or municipal conferences, specifically including reimbursement for professional association dues and one annual International City/County Management Association (ICMA) conference and appropriate State professional conferences. The Manager is encouraged to participate in civic activities. The Town shall sponsor and pay for membership dues and fees for the Manager's involvement in local service organizations.

3.4. Indemnification. The Town shall indemnify, defend, and hold the Town Manager harmless from all liability for damages, court costs, litigation expenses, and attorney fees which arise out of acts or omissions of the Town Manager committed within the course and scope of the Town Manager's employment. The Town Manager shall have the rights set forth under Town Code Section 2-10-2 as it currently exists, and any amendment that limits or reduces the protection of the Town Manager during the duration of this Agreement shall not apply.

3.5. Liability Coverage. The Town shall maintain comprehensive liability coverage effectively covering the Town Manager against any and all claims associated with the reasonable performance of the Town Manager's responsibilities within the scope of his employment.

3.6. Fidelity Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

3.7. Holidays. The Town Manager shall be entitled to the same paid holidays to which other employees of the Town are entitled, as provided in the Personnel Policies and Procedures.

3.8. Managed Time Off (MTO) Leave. The Town Manager shall be entitled to the same managed time off (MTO) leave allocations as are afforded to department directors of the Town, including an additional 40 hours of MTO leave per calendar year, as provided in the Town's Personnel Policies and Procedures. Upon termination of employment, the Town Manager shall receive pay for accrued but unused MTO as provided in the Town's Personnel Policies and Procedures.

3.9. Vacation Leave. The Town Manager shall accrue vacation leave at the maximum accrual rate established in the Town's Personnel Policies and Procedures, currently 7.6923 hours per pay period. Upon termination of employment, the Town Manager shall receive pay for accrued but unused vacation leave as provided in the Town's Personnel Policies and Procedures. The cap on vacation leave established by the Town's

Personnel Policies and Procedures shall not apply to the Town Manager and is hereby replaced with a total vacation leave accrual cap of 350 hours.

3.9.1. At any time during the term of this Agreement, the Town Manager may request that the Town purchase, at the applicable salary rate set forth in paragraph 3.1 above, up to a cumulative total of 125 hours of the Town Manager's accrued vacation leave from the Town Manager.

3.10. Tuition Reimbursement. The Town shall provide the same tuition reimbursement to the Town Manager as is available generally to Town employees under Policy 6-2 of the Town's Personnel Policies and Procedures. The Mayor shall perform all functions normally undertaken by the department head, human resources director or town manager under Policy 6-2 for purposes of reviewing and approving tuition reimbursement requests by the Town Manager.

3.11. Use of Town Vehicle. The Town Manager's duties require that he shall at all times during his employment with the Town have use of an automobile provided to him by the Town for Town business. The Town Manager may transport guests of the Town Manager within or outside the Town's corporate limits. The Town Manager is permitted to make incidental personal use of the Town Vehicle, including by way of example stopping for personal business on the way to or from official Town business.

3.12. Health and Other Insurance; Retirement Plan; Other Benefits. Except as otherwise amended or expanded by this Agreement, the Town Manager shall receive all insurance, retirement, and other benefits afforded to all other Town employees.

3.13. Work Hours. The Town recognizes that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. The Town Manager may adjust his office hours as he shall deem appropriate so long as he is reasonably available and the management of the Town is not harmed.

Article 4. Termination.

4.1. Termination by the Town for Convenience. The Town may terminate the Town Manager's employment for convenience. For purposes of this Agreement, termination for "convenience" means termination for any reason other than for "cause" (see paragraph 4.2 below). If the Town terminates the Town Manager's employment for convenience, then this Agreement shall terminate, and the Town shall pay the Town Manager severance benefits as set forth in this paragraph 4.1.

4.1.1. If the Town terminates the Town Manager's employment for convenience within the first 180 days of the term of this Agreement, the Town shall pay the Town Manager:

4.1.1.1. A lump sum severance payment equal to six months of the Town Manager's salary; and

4.1.1.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 5% of the Town

Manager's then-existing annual salary. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in this paragraph, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager; and

4.1.1.3. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above).

4.1.2. If the Town terminates the Town Manager's employment for convenience after the first 180 days of the term of this Agreement, the Town shall pay the Town Manager:

4.1.2.1. A lump sum severance payment equal to the Town Manager's salary for the number of months remaining in the term of the Agreement. By way of illustration and not limitation, if the Town Manager is terminated with three months remaining in the term of this Agreement, the Town will pay the Town Manager a lump sum severance payment equal to three months of the Town Manager's salary; and

4.1.2.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 5% of the Town Manager's then-existing annual salary. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in this paragraph, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager; and

4.1.2.3. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above).

4.2. Termination by the Town for Cause. The Town may terminate the Town Manager's employment for cause. For purposes of this Agreement, termination for "cause" is defined as (i) the commission of a criminal offense; (ii) the commission of an immoral act or other behavior, whether on or off duty, which brings the Town into disrepute, embarrasses the Town publicly, or raises questions about the Town Manager's fitness to serve in his role as Town Manager; (iii) non-performance of a required duty; or (iv) any similarly serious reason for termination. If the Town terminates the Town Manager's employment for "cause," then this Agreement shall terminate. All salary payable to the Town Manager under this Agreement shall

immediately cease, except that all earned but unpaid salary and benefits, and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above.

4.3. Termination by the Town Manager. The Town Manager may terminate his employment at any time, for any reason or for no reason, by delivering to the Mayor and Council a written notice at least 30 days in advance of his requested termination date. If the Town Manager terminates his employment, this Agreement shall terminate upon the termination date, and the following terms shall apply:

4.3.1. All salary payable to the Town Manager under this Agreement shall cease upon the date of termination of employment. All earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town may, in its sole discretion, elect to accelerate the Town Manager's departure date from the Town upon receipt of the Town Manager's notice. In that event, the Town Manager shall be paid through the accelerated termination date chosen by the Town. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above.

4.3.2. In the Town's sole discretion, the Town may request that the Town Manager make himself reasonably available, as needed by the Town, for consulting purposes for a period of three months after termination of employment. In that event, the Town and the Town Manager shall enter into a separate agreement for the purpose of compensating the Town Manager on an hourly basis for his services, at a rate equivalent to his compensation and benefits earned with the Town pursuant to this Agreement.

Article 5. General Terms and Conditions.

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

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

5.3. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Town Manager, and neither Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

TOWN:

THE TOWN OF MARANA,
an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date: 1-18-24

TOWN MANAGER:

TERRY S. ROZEMA

By:_____
Terry S. Rozema

Date: 1-18-24

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney