



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 4, 2019, at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, 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 June 4, 2019, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all electronic devices.

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 7:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility

To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov under Agendas and Minutes.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

- C1 Resolution No. 2019-048: Relating to Transaction Privilege Tax; approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona Department of Revenue and the Town of Marana regarding the administration, collection, audit and/or licensing of transaction privilege tax and affiliated excise taxes imposed by the Town of Marana (Yiannis Kalaitzidis)
- C2 Relating to Procurement; ratifying the Town Manager's approval of two change orders to the construction contract with CORE Construction, Inc. for the Marana Public Safety Facility (PDFAC) in the amount of \$301,318.00; authorizing the transfer of appropriations if necessary for the change orders; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change orders (Keith Brann)
- C3 Approval of the May 21, 2019 Regular Council Summary Minutes and the May 14, 2019 Study Session Summary Minutes (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 Resolution No. 2019-034: Relating to Development; approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Erik Montague)

A2 Ordinance No. 2019.012: Relating to Business Regulations; adopting revisions to Marana Town Code Title 9 (Business Regulations); adding new Chapter 9-1 (General Provisions) and renumbering the chapters that follow to conform; replacing existing Chapter 9-1 (Business Licenses) with new Chapter 9-2 (Business Licenses); replacing existing Chapter 9-2 (Peddlers, Solicitors and Transient Merchants) with new Chapter 9-3 (Peddlers); replacing existing Chapter 9-3 (Swap Meets) with new Chapter 9-4 (Swap Meets); adding new Chapter 9-13 (Mobile Food Vendors); modifying various other provisions; and designating an effective date (Jane Fairall)

Resolution No. 2019-049: Relating to Business Regulations; declaring as a public record filed with the Town Clerk the revisions to Marana Town Code Title 9 (Business Regulations) adopted by Marana Ordinance No. 2019.012 (Jane Fairall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jamsheed Mehta)
- D2 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)

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)(4) to consider the Council's position and instruct the Town's attorneys regarding settlement discussions to resolve litigation in *Mandarina v. Town of Marana*, Pima County Superior Court case number C20161982, and *Town of Marana v. Mandarina*, Pima County Superior Court case number C20184425.

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: 06/04/2019

To: Mayor and Council

Submitted For: Yiannis Kalaitzidis, Finance Director

From: Starla Anderson, Deputy Finance Director

Date: June 4, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-048: Relating to Transaction Privilege Tax; approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona Department of Revenue and the Town of Marana regarding the administration, collection, audit and/or licensing of transaction privilege tax and affiliated excise taxes imposed by the Town of Marana (Yiannis Kalaitzidis)

Discussion:

The proposed intergovernmental agreement (IGA) on tonight's agenda was negotiated with the Arizona Department of Revenue (DOR) by a consortium of city/town representatives and the League of Arizona Cities and Towns. Additionally, several attorneys and tax experts from many cities and towns reviewed and commented on the language during the process, resulting in a document that provides the maximum level of information and assurances possible for the municipalities. This IGA will supersede the Town's current IGA with DOR.

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires DOR to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into an IGA with each city and town to clearly define the working relationship between DOR and the municipality.

The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process to follow in the event of a disclosure. There is also guidance on the use of aggregated taxpayer data for public reporting and analysis.

The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and DOR.

Importantly, the IGA identifies exactly which license and tax return data fields must be provided by DOR and identifies in detail the reports DOR provides to all cities.

The IGA formalizes the process for audit request assignment and performance. Key factors include a commitment to audit for all jurisdictions whenever any audit is being done; a process for cities/towns without auditors to request an audit be performed by the DOR; the continued authority for any city or town to perform an audit of a taxpayer that is engaged in business only in their town; and the general guidance that DOR will lead all multi-jurisdictional audits coupled with the option for DOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit.

The IGA also provides guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation, and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.

The IGA provides for a formal review process to resolve disputes or handle complex issues that arise through the "State & Municipal Audit Resolution Team" or SMART, made up of four municipal and four DOR tax experts who will work together to iron out any problems or conflicts between the municipalities and the State.

This agreement runs on a calendar year basis, ending each year on December 31, and will renew automatically each year thereafter on January 1st for a term of one year, without any action required by Council or DOR. A new complete agreement will only need to be presented to Council for approval in the following year. Typically, the DOR is subject to sunset review every three to ten years, and the next review is scheduled for this year, 2019. As a result, this agreement will initially be in force through December 31, 2019, and will need to be formally approved now and again next year. Finally, either party has the right each year to reopen and renegotiate the terms according to provisions within the agreement.

Financial Impact:

No financial impact.

Staff Recommendation:

Staff recommends approval of Resolution No. 2019-048, authorizing the execution of the intergovernmental agreement between the Town of Marana and the Arizona Department of Revenue.

Suggested Motion:

I move to adopt Resolution No. 2019-048, approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona Department of Revenue and the Town of Marana regarding the administration, collection, audit, and/or licensing of transaction privilege tax and affiliated excise taxes imposed by the Town of Marana.

Attachments

Resolution No. 2019-048

Agreement for Transaction Privilege Tax between State of AZ and Town of Marana

MARANA RESOLUTION NO. 2019-048

RELATING TO TRANSACTION PRIVILEGE TAX; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF REVENUE AND THE TOWN OF MARANA REGARDING THE ADMINISTRATION, COLLECTION, AUDIT AND/OR LICENSING OF TRANSACTION PRIVILEGE TAX AND AFFILIATED EXCISE TAXES IMPOSED BY THE TOWN OF MARANA

WHEREAS A.R.S. § 11-952 authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies; and

WHEREAS A.R.S. § 42-6001 *et seq.* provides that the Arizona Department of Revenue ("Department") shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the state, cities or towns; and

WHEREAS the Town Council finds that entering into this intergovernmental agreement is in the best interests of the Town and its citizens.

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

SECTION 1. The intergovernmental agreement between the Arizona Department of Revenue and the Town of Marana, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF MARANA

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2019, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the Town of Marana, an Arizona municipal corporation, hereinafter referred to as City/Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

R E C I T A L S

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

1. **Definitions**

- 1.1 **A.R.S.** means the Arizona Revised Statutes.
- 1.2 **Adoption of an Ordinance** means final approval by majority vote of the City/Town council.
- 1.3 **Ambassador Program** means the Department’s provided structure and support of curriculum related to tax administration and compliance education.

- 1.4 **Audit** means examination and verification of accounts and records to determine taxpayer compliance with title 42 of A.R.S. and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.5 **Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.6 **Confidential Information** means all such information as defined in A.R.S. § 42-2001.
- 1.7 **Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.
- 1.8 **Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.9 **Federal Tax Information** means federal tax return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.10 **Model City Tax Code** means the document defined in A.R.S. § 42-6051.
- 1.11 **Modification** means a change to an assessment required or authorized by statute.
- 1.12 **Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.13 **State** means the State of Arizona.
- 1.14 **State & Municipal Audit Resolution Team (“SMART”)** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 14 below.
- 1.15 **Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.
- 1.16 **Standard Audit Life Cycle Process Map:** A document containing the decisions and procedures adopted by the Department and City/Town from the point of audit assignments until resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and City/Town as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.

- 1.17 Standard Authorization List Update Process Map:** A process containing the decisions and procedures adopted by the Department and City/Town to keep an updated list of current employees and contractors who are authorized to receive confidential information consistent this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and cities/towns as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.
- 1.18 Standard Inter-Jurisdictional Transfer Process Map:** A process containing the decisions and procedures adopted by the Department and City/Town to transfer tax from one City/Town to another City/Town upon a City/Town's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and City/Town as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.
- 1.19 Voluntary Disclosure Agreement:** A program that is designed for eligible taxpayers with exposure for tax liability and /or civil penalties due to a failure to report and/or pay all tax due.

2. Disclosure of Information by City/Town to Department

- 2.1 Qualified Recipients of Information:** The Department shall provide a list of names and job titles of duly authorized representatives acting on behalf of the Department authorized to request and receive Taxpayer Information from City/Town as defined in the Standard Authorization List Update Process Map. This information shall be sent to City/Town as defined in the Standard Authorization List Update Process Map. The City/Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. The City/Town may contact the Department with any questions related to qualified recipients by contacting the Cities Services Unit.
- 2.2 Use of Information:** Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.
- 2.3 Municipal Ordinance:**
- (a) City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the

Department. This information shall be sent to the Cities Services Unit electronically.

- (b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes or license fees to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of adoption of an ordinance. This information shall be sent to the Cities Services Unit electronically. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after City/Town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. The Department will notify City/Town when the change has been made, and City/Town is responsible for confirming the change. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

- 2.4 Development and Impact Fees:** Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.
- 2.5 Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
- 2.6 Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.
- 2.7 Statutory Authority:** The disclosure of confidential City/Town tax information is governed by A.R.S. § 42-2001 et seq., or Model City Tax Code Section 510 for all reporting periods prior to January 1, 2015.

3. Disclosure of Information by Department to City/Town

- 3.1 Qualified Recipients of Information:** City/Town shall provide a list of the names and job titles of duly authorized representatives acting on behalf of City/Town authorized to receive Confidential Information as defined in the Standard

Authorization List Update Process Map. The Department will not disclose any Confidential Information to any representative whose name is not included on this list. The Department may contact City/Town with any questions related to authorized recipients.

3.2 Suspension of Information: The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.

- (a) If the Department has information to suggest City/Town or any of its duly authorized representatives violated A.R.S. § 42-2001 et seq. or the Confidentiality Standards (Appendix A), the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
- (b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
- (c) If City/Town is dissatisfied with the Department's determination, it may within ten calendar days, submit a written request to SMART requesting the group review the determination pursuant to Section 14.
- (d) If the Department has information to suggest City/Town violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation upon notification to City/Town.

3.3 Information to be Provided: Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:

- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and
- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(G) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(G) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to Section 3.2 of this agreement. Under no circumstances shall the suspension of any right to receive taxpayer information adversely impact the delivery or transfer of any City/Town revenues in any manner.

3.6 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B and the JT-1, TPT-2 and TPT-EZ forms provided in Appendix C meet the specificity requirements of City/Town. The forms provided in Appendix C may be revised and replaced as needed by mutual agreement of the Department and City/Town based on approval by SMART.

4. Audit

The Department shall administer the audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

4.1 Training: All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

- (a) Provide semi-annual audit training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to the site and training materials;
- (b) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;
- (c) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at any designated training location; and

- (d) Provide additional training, as needed, to inform auditors and supervisors regarding changes in State law, the Model City Tax Code, Audit Procedures or Department policy.

4.2 Conflict of Interest: An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

- (a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.
- (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
- (c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.
- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

- (a) City/Town may request the Department conduct an audit or review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department and the cities and towns shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit request.
- (b) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. The Department will provide City/Town with a determination to proceed or not within ten calendar days of the notice from City/Town.

- (c) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to audit a taxpayer having locations in two or more Arizona cities or towns and whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within fifteen (15) calendar days. No initial audit contact may occur between City/Town and a taxpayer until the Department approves the audit notice.
- (e) In the case of taxpayers doing business in more than one city/town:
 - (1) City/Town may either request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax, or
 - (2) City/Town may request to conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both cities' and state tax.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form. The Department shall notify City/Town of its decision regarding the request within fifteen (15) calendar days of receipt of the request.
- (f) The Department may deny a request for an audit in writing within 15 days of city/town request for the following reasons:
 - (1) An audit is already scheduled or planned for the taxpayer within six months of the request;
 - (2) The requested audit would interfere with strategic tax administration planning;
 - (3) The audit selection is discriminatory, an abuse of process or poses other similar defects;
 - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
 - (5) The Taxpayer was audited within the previous two years;

- (6) The Department lacks sufficient resources to conduct the audit; or
- (7) The scope or subject of the audit does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources, then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department's supervisor is appointed to the audit.
- (h) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SMART in accordance with Section 14 of this Agreement.
- (i) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department Audit Manual and the Standard Audit Life Cycle Process Map. All auditors shall be trained in accordance with Section 4.1 above.
- (j) The Department may appoint a Department manager to supervise any audit conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above.

- (c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assist with such reviews. The Department may assign a refund request to a City/Town auditor for review. The Department may only assign refund requests to a City/Town auditor if the City/Town is involved in the refund request.
- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds paid to the Department. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

4.6 Status Reports: The Department shall keep SMART apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. The Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty (30) calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 License Issuance and Renewal: The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of

Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

- 6.2 License Checks:** The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.
- 6.3 Confidentiality:** Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.
- 6.4 Changes to License Fees:** Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department's City Services Unit. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town.

7. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

8. Responsibility for Representation in Litigation

- 8.1 Administrative Proceedings:** The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit in accordance with the Standard Audit Life Cycle Process Map. The Department shall be diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department or by City/Town.
- 8.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.
- 8.3 Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors,

and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.

- 8.4 Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

- 9.1 Tax Returns:** Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.

- 9.2 Collections:** The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town. The Department and City/Town may enter into an additional agreement to provide joint collection efforts on the following terms:

- (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 4.1 of this Agreement.
- (b) **Conflict of Interest:** A collector authorized under this provision may not:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by the City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment with the City/Town.
 - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

- (5) For a period of one year after he/she ends employment with the City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.

(c) **Revocation:** The Department may revoke an individual's or City/Town's authority to collect obligations under this section, subject to review by SMART upon request by the individual or City/Town.

9.3 State of Arizona Liquor License Affidavit: City/Town may request that the Department issue a liquor license affidavit. The Department will respond to the request via secured e-mail with a note stating complete, in-process, or unable to complete. When the City/Town request liquor license affidavits, they will need to elect the prescribed method if they are willing to pay for the Arizona Department of Liquor Licenses and Control (ADOLLC) hearing if the license is held for renewal until balance paid in full. The Department and City/Town will negotiate how the cost of the hearing will be shared between the Department and City/Town on a case by case basis.

9.4 Uncollectible/Discretionary Write-offs: The Department will share the annual list of uncollectible/discretionary write-offs prior to the end of fiscal year write-off event. City/Town will have 45 days to submit feedback.

9.5 Remittance: All amounts collected by the Department for Municipal Taxes, penalties and interest under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.

9.6 Abatement: The Department, with the approval of the Arizona Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating tax or closing accounts. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.

9.7 Funds Owed to City/Town: At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

9.8 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect city or town, the Department and affected cities or towns shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing taxpayer ruling requests and interpretations of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on City/Town. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. Designated persons must be authorized to receive confidential information as authorized by Section 3.1 of this agreement. The Department shall include at least two representatives of the municipalities as regular members of any group established to respond to taxpayer ruling requests and to issue uniform interpretations and guidance promulgated by the Department. This section is not intended to affect procedures for appeals and litigation as outlined in Section 4.5 and Section 8 of this agreement.

11. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

12. Inter-Jurisdictional Transfers

The Department shall administer the inter-jurisdictional transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map.

13. Education and Outreach Efforts

To further its focus on serving taxpayers and to commitment of funding Arizona's future through enhanced customer service, continuous improvement, innovation, the Department is also expanding its Education and Outreach program to connect with all citizens of

Arizona, strategically working with taxpayer and industry groups, tax practitioners and Arizona's Cities and Towns to ensure tax education of individual and business taxpayers.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers and business. The Department's Education and Outreach efforts shall be consistent with applicable law and Department written guidance.

Increased Education and Outreach efforts among the Department and the Cities/Towns will ensure collaborative partnerships that are beneficial to both that emphasizes an ongoing two-way exchange of information and communication on issues of common interest and is meant to promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement the workings of an Ambassador Program where the Department provides structure/support of curriculum for education related to tax administration and compliance. The City/Town will have a standard work process when participating in ADOR-led educational events.

The City/Town shall have a dedicated primary point of contact (PPOC) on its list of duly authorized representatives, who is located in Arizona and is tasked with sending and receiving communications between ADOR and the City/Town.

14. State & Municipal Audit Resolution Team ("SMART")

14.1 Members: The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SMART meeting.

14.2 Selection: The Director of the Department shall appoint people to serve as members of SMART. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions.

14.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented. Alternate members may attend meetings but cannot vote unless filling the seat of a regular member.

14.4 Issues: The Department or City/Town may refer issues to SMART to include, but not limited to:

- (a) Decisions by the Department to not audit a taxpayer;

- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;
- (e) Suspension of disclosure of information from the Department;
- (f) Unresolved disagreement regarding proposed changes to process maps listed in Sections 1.16, 1.17 and 1.18;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties.

14.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five members of SMART, the Director will accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five members of the group, the Director or Director's designee may act as he deems to be in the best interests of all parties. Notwithstanding the above, upon request by a City/Town, the Director will submit his decision to the Arizona Attorney General's Office for review.

14.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

14.7 Procedures: SMART shall develop procedures concerning the operation of the group consistent with this Agreement.

15. Funding of Additional Auditors by City/Town

15.1 Funding: In its sole discretion, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

15.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

- 15.3 Pool of Funds:** The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.
- 15.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

16. Satellite Offices for Department Auditors

- 16.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.
- 16.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 16.3 Termination:** Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 16.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

17. Non-availability of Funds

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments

or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

18. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

19. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

20. Notice

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

Yiannis Kalaitzidis, Finance Director
ykalaitzidis@maranaaz.gov

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to: cityservices@azdor.gov.

21. Non-discrimination

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for

employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

22. Compliance with Immigration Laws and A.R.S. § 41-4401

22.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”

22.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

22.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

23. Audit of Records

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

24. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of the Agreement.

25. Mutual Cooperation

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances

bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

26. Arbitration

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

27. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

28. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

29. Duration

29.1 The term of this Agreement shall commence from the latest date as indicated in Section 32 and continue in force through December 31st of that same year unless canceled or terminated as provided herein. The term of the Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein. Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 29.5 shall thereafter be executed by the parties hereto by a separate, signed amendment and incorporated herein to be effective during the term of the Agreement and any extensions.. This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect. This Agreement shall expire on December 31st of any year the Department is subject to sunset review. Upon expiration, cancellation or termination, any subsequent Agreement must be ratified through signature by both parties.

- 29.2** If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 29.3** Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 29.4** Any notice of termination shall be mailed and served on the other party in accordance with Section 20 of this Agreement.
- 29.5** During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

30. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

31. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

32. Signature Authority

- 32.1** By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.
- 32.2** This Intergovernmental Agreement may be executed in counterpart.

Signature	Date	Signature	Date
Grant Nülle, Deputy Director		Ed Honea, Mayor	
Typed Name and Title		Typed Name and Title	
Arizona Department of Revenue		Town of Marana	
Entity Name		Entity Name	
1600 W. Monroe		11555 W. Civic Center Drive	
Address		Address	
Phoenix	Arizona	85007	
City	State	Zip	
RESERVED FOR THE ATTORNEY GENERAL:		RESERVED FOR CITY/TOWN ATTORNEY:	
<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p>MARK BRNOVICH The Attorney General</p> <p>_____ Signature Assistant Attorney General</p> <p>Date: _____</p>		<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ CITY/TOWN ATTORNEY</p> <p>Date: _____</p>	

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 Confidential Information is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).
- 1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.
- 1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.
- 1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:
 - a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;
 - b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were \$900,000 and none of them reported individual sales above the \$20,000 mark, which would have qualified for the lower tax rate on large purchases)
 - c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

- 2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
- 2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents.
- 2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Computer terminals should be placed in such a manner that prohibits public viewing of Confidential Information.
- 2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.
- 2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

- 3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

4. Disposal of Information

- 4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.
- 4.2 Paper copies of Confidential Information must be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

5. Storing Data

- 5.1 Confidential Information may be stored on hard disks only if agency approved security access control devices (hardware/software) have been installed, are receiving regularly scheduled maintenance including upgrades, and are being used. Access controls must include password security, an audit trail, encryption, virus detection, and data overwriting capabilities.

6. Encryption Requirements and Cryptographic Module Authentication

- 6.1 The City/Town information system must implement mechanisms for the authentication to a cryptographic module that meets the requirements of applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance for such authentication.
- 6.2 Validation provides assurance that when an agency implements cryptography to protect Confidential Information, the encryption functions have been examined in detail and will operate as intended.
- 6.3 All electronic transmissions of Confidential Information must be encrypted using FIPS 140-2 validated cryptographic modules. A product does not meet the FIPS 140-2 requirements by simply implementing an approved security function. Only modules tested and validated to FIPS 140-2 meet the applicability requirements for cryptographic modules to protect sensitive information. NIST maintains a list of validated cryptographic modules on its website <http://csrc.nist.gov/>
- 6.4 Confidential Information is required to be protected in transit and at rest. City/Town is requested to adhere to the following guidelines to use encryption:
 - Encrypt the compressed file using Advanced Encryption Standard.
 - Compress files in .zip or .zipx formats.
 - Use a strong 256-bit encryption key string.
 - Ensure a strong password or pass phrase is generated to encrypt the file.
 - Communicate the password or pass phrase with the Department of Revenue through a separate email or via a telephone call to your DOR contact person. Do not provide the password or passphrase in the same email containing the encrypted attachment.
- 6.5 Refer to your specific file compression software user guide for instructions on how to compress and encrypt files. Known compatible products with DOR include but are not limited to WinZip and Secure Zip.
- 6.6 Please remember, while the attachment is encrypted, the content of the email message will not be encrypted, so it is important that any sensitive information be contained in the attachment (encrypted document).

7. Wireless Access (if accessing State Confidential Information from a wireless network)

7.1 City/Town must:

- Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- Authorize wireless access to the information system prior to allowing such connections.
- Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

8. Interconnection Security Agreement

- 8.1 Trusted Behaviors. The City/Town system and users are expected to protect ADOR's data in accordance with applicable state and federal laws.
- 8.2 Data Flows. The City/Town is responsible for creating architectural diagrams of any systems connecting to ADOR systems and depicting the flow of State Confidential Information.
- 8.3 Audit Trail Responsibilities. City/Town is responsible for auditing application processes and user activities involving any information interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators or security officers. Audits, and/or security actions taken by system administrators or security officers will be recorded and available for review by ADOR.
- 8.4 Incident Reporting. City/Town is required to notify ADOR in the event of data loss, breach, or security concern regarding ADOR's Confidential Information by reporting the incident to the ADOR Information Security Team by phone at (602) 716-6166 or email at InfoSec@azdor.gov.
- 8.5 DOR may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store or transmit any ADOR data at any time to ensure that ADOR information is adequately protected.

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2

- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2

- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

- Business Code
- Number of Accounts
- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date

- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

ARIZONA JOINT TAX APPLICATION (JT-1)

Customer Care and Outreach
ARIZONA DEPARTMENT OF REVENUEPO BOX 29032
Phoenix, AZ 85038-9032**IMPORTANT!** Incomplete applications WILL NOT BE PROCESSED.

- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
- Required information is designated with an asterisk (*).
- Return completed application AND applicable license fee(s) to address shown at left.
- For licensing questions regarding transaction privilege tax, call Customer Care and Outreach: (602) 255-3381



**You can register, file
and pay for this
application online at
www.AZTaxes.gov.
It is fast and secure.**

SECTION A: Business Information

1* Federal Employer Identification Number or Social Security Number, <i>required if sole proprietor with no employees</i>		2* License Type – <i>Check all that apply:</i> ☐ Transaction Privilege Tax (TPT) ☐ Use Tax ☐ Withholding/Unemployment Tax <i>(if hiring employees)</i> ☐ TPT for Cities ONLY	
3* Type of Organization/Ownership – <i>Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.</i> ☐ Individual/Sole Proprietorship ☐ Subchapter S Corporation ☐ Government ☐ Joint Venture ☐ Corporation ☐ Association ☐ Estate ☐ Receivership State of Inc. _____ ☐ Partnership ☐ Trust Date of Inc. <u>M,M,D,D,Y,Y,Y,Y</u> ☐ Limited Liability Company ☐ Limited Liability Partnership			
4* Legal Business Name			
5* Mailing Address – number and street		City	State
County/Region		ZIP Code	
6* Business Phone No. <i>(with area code)</i>		7 Email Address	
8 Fax Number <i>(with area code)</i>		9* Description of Business: <i>Describe merchandise sold or taxable activity.</i>	
10* NAICS Codes: Available at www.azdor.gov			
11* Did you acquire or change the legal form of an existing business? ☐ No ☐ Yes → You must complete Section F.		12* Are you a construction contractor? ☐ No ☐ Yes <i>(see bonding requirements)</i>	
BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.			
WITHHOLDING LICENSE ONLY			
13* Withholding Physical Location Number and street <i>(Do not use PO Box, PMB or route numbers)</i>		City	State
County/Region		ZIP Code	
Country		Country	

Continued on page 2 →

FOR AGENCY USE ONLY		
☐ New ☐ Change ☐ Revise ☐ Reopen	ACCOUNT NUMBER	DLN
	START	TRANSACTION PRIVILEGE TAX
	S/E DATE	WITHHOLDING / SSN / EIN
	COMPLETED DATE	EMPLOYEE'S NAME
	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	
Owner 2	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	
Owner 3	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona <div style="border-bottom: 1px solid black; font-family: monospace;">M,M,D,D,Y,Y,Y,Y</div>	2* Date Sales Began <div style="border-bottom: 1px solid black; font-family: monospace;">M,M,D,D,Y,Y,Y,Y</div>	3 What is your Estimated Tax Liability for your first twelve months of business?
4 Filing Frequency ☐ Monthly ☐ Quarterly ☐ Seasonal ☐ Annual If seasonal filer, check the months for which you intend to do business: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC		
5 Does your business sell tobacco products? ☐ Yes → ☐ Retailer OR ☐ Distributor	6 TPT Filing Method ☐ Cash Receipts ☐ Accrual	7 Does your business sell new motor vehicle tires or vehicles? ☐ Yes → You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov
8* Tax Records Physical Location – number and street <small>(Do not use PO Box, PMB or route numbers)</small>		
City		State ZIP Code
County		Country
9* Name of Contact		* Phone Number (with area code) Extension

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location	2* Phone Number (with area code)
3* Physical Location of Business or Commercial/Residential Rental Number and street <small>(Do not use PO Box, PMB or route numbers)</small>	City State ZIP Code
County/Region	Country
Residential Rental Only – Number of Units	Reporting City (if different than the physical location city)
4* Additional County/Region Indian Reservation/City: County/Region Indian Reservation and City Codes available at www.azdor.gov	
County/Region	City
Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov	
State/County	City

If you have more locations, attach Additional Business Locations form available at www.azdor.gov

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION E: Withholding & Unemployment Tax Applicants

1* Regarding <i>THIS</i> application, Date Employees First Hired in Arizona M M D D Y Y Y Y	2 Are you liable for Federal Unemployment Tax? ☐ Yes → First year of liability: Y Y Y Y								
3 Are individuals performing services that are excluded from withholding or unemployment tax? ☐ Yes → Describe services: _____	4 Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? ☐ Yes → Attach a copy of the Ruling Letter.								
5 Do you have, or have you previously had, an Arizona unemployment tax number? ☐ No ☐ Yes → Business Name: _____ Unemployment Tax Number: _____									
6 First calendar quarter Arizona employees were/will be hired and paid (indicate quarter as 1, 2, 3, 4):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Hired Year</th> <th style="width: 25%;">Hired Quarter</th> <th style="width: 25%;">Paid Year</th> <th style="width: 25%;">Paid Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Hired Year	Hired Quarter	Paid Year	Paid Quarter	Y Y Y Y	Q	Y Y Y Y	Q
Hired Year	Hired Quarter	Paid Year	Paid Quarter						
Y Y Y Y	Q	Y Y Y Y	Q						
7 When did/will you first pay a total of \$1,500 or more gross wages in a calendar quarter? (indicate quarter as 1, 2, 3, 4) <small>Exceptions: \$20,000 gross cash wages Agricultural; \$1,000 gross cash wages Domestic/Household; not applicable to 501(c)(3) Non-Profit.</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Year</th> <th style="width: 50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y Y Y Y	Q				
Year	Quarter								
Y Y Y Y	Q								
8 When did/will you first reach the 20 th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? (indicate quarter as 1, 2, 3, 4) <small>Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Year</th> <th style="width: 50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y Y Y Y	Q				
Year	Quarter								
Y Y Y Y	Q								

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

1* Did you acquire or change all or part of an existing business? ☐ All ☐ Part	2* Date of Acquisition M M D D Y Y Y Y	3* EIN of Business Under Previous Owner
4* Previous Owner's Telephone Number	5* Name of Business Under Previous Owner	6* Name of Previous Owner
7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) ☐ All ☐ Part	8* Date of Change M M D D Y Y Y Y	9* EIN of Previous Legal Form

SECTION G: AZTaxes.gov Security Administrator

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

1 Print or Type Name	2 Print or Type Name
Title	Title
Date	Date
Signature	Signature

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program
This application is available in alternative formats at Unemployment Insurance Tax Office.

**PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET
TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.**

Name (as shown on page 1)

FEIN or SSN (as shown on page 1)

SECTION I: State/County & City License Fee WorksheetALL FEES ARE SUBJECT TO CHANGE. Check for updates at www.azdor.gov.To calculate **CITY FEE**: Multiply **No. of Locations** by the **License Fee** and enter sum in **License Subtotal**.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		\$2.00		Goodyear	GY		\$5.00		Sahuarita	SA		\$5.00	
Avondale	AV		\$0.00		Guadalupe	GU		\$2.00		San Luis	SU		\$2.00	
Benson	BS		\$5.00		Hayden	HY		\$5.00		Scottsdale	SC		\$50.00	
Bisbee	BB		\$1.00		Holbrook	HB		\$1.00		Sedona	SE		\$2.00	
Buckeye	BE		\$2.00		Huachuca City	HC		\$2.00		Show Low	SL		\$2.00	
Bullhead City	BH		\$2.00		Jerome	JO		\$2.00		Sierra Vista	SR		\$1.00	
Camp Verde	CE		\$2.00		Kearny	KN		\$2.00		Snowflake	SN		\$2.00	
Carefree	CA		\$10.00		Kingman	KM		\$2.00		Somerton	SO		\$2.00	
Casa Grande	CG		\$2.00		Lake Havasu	LH		\$5.00		South Tucson	ST		\$2.00	
Cave Creek	CK		\$20.00		Litchfield Park	LP		\$2.00		Springerville	SV		\$5.00	
Chandler	CH		\$2.00		Mammoth	MH		\$2.00		St. Johns	SJ		\$2.00	
Chino Valley	CV		\$2.00		Marana	MA		\$5.00		Star Valley	SY		\$2.00	
Clarkdale	CD		\$2.00		Maricopa	MP		\$2.00		Superior	SI		\$2.00	
Clifton	CF		\$2.00		Mesa	ME		\$20.00		Surprise	SP		\$10.00	
Colorado City	CC		\$2.00		Miami	MM		\$2.00		Taylor	TL		\$2.00	
Coolidge	CL		\$2.00		Nogales	NO		\$0.00		Tempe	TE		\$50.00	
Cottonwood	CW		\$2.00		Oro Valley	OR		\$12.00		Thatcher	TC		\$2.00	
Dewey/Humboldt	DH		\$2.00		Page	PG		\$2.00		Tolleson	TN		\$2.00	
Douglas	DL		\$5.00		Paradise Valley	PV		\$2.00		Tombstone	TS		\$1.00	
Duncan	DC		\$2.00		Parker	PK		\$2.00		Tucson	TU		\$20.00	
Eagar	EG		\$10.00		Patagonia	PA		\$0.00		Tusayan	TY		\$2.00	
El Mirage	EM		\$15.00		Payson	PS		\$2.00		Wellton	WT		\$2.00	
Eloy	EL		\$10.00		Peoria	PE		\$50.00		Wickenburg	WB		\$2.00	
Flagstaff	FS		\$46.00		Phoenix**	PX		\$50.00		Willcox	WC		\$1.00	
Florence	FL		\$2.00		Pima	PM		\$2.00		Williams	WL		\$2.00	
Fountain Hills	FH		\$2.00		Pinetop/Lakeside	PP		\$2.00		Winkelman	WM		\$2.00	
Fredonia	FD		\$10.00		Prescott	PR		\$5.00		Winslow	WS		\$10.00	
Gila Bend	GI		\$2.00		Prescott Valley	PL		\$2.00		Youngtown	YT		\$10.00	
Gilbert	GB		\$2.00		Quartzsite	QZ		\$2.00		Yuma	YM		\$2.00	
Glendale	GE		\$35.00		Queen Creek	QC		\$2.00						
Globe	GL		\$2.00		Safford	SF		\$2.00						
Subtotal City License Fees (column 1)				\$	Subtotal City License Fees (column 2)				\$	Subtotal City License Fees (column 3)				\$

AA TOTAL City License Fee(s) (column 1 + 2 + 3)..... \$

				No. of Loc's	Fee per Location	TOTAL
BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by \$12.00					\$12.00	\$
Residential Rental License Fees - Only Chandler, Phoenix, and Scottsdale						
Multiply the number of units per locations by \$2.00 (\$50.00 Annual Cap per license).				No. of Units	No. of Loc's	City Fee
ONLY CHANDLER, PHOENIX, and SCOTTSDALE should use this section. DO NOT use the fee chart above to calculate license fees. The amount for each city CANNOT EXCEED \$50.00				Residential Rental License-Chandler		\$
				Residential Rental License-Phoenix		\$
				Residential Rental License-Scottsdale		\$
CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale).....						\$
DD TOTAL DUE (Add lines AA + BB + CC)						\$

- Make check payable to Arizona Department of Revenue.
- Include FEIN or SSN on payment.

- Do not send cash.
- License will not be issued without full payment of fee(s).

**If your only business is under Class 213, Commercial Lease, there is no license fee due.



ARIZONA DEPARTMENT OF REVENUE GENERAL INSTRUCTIONS FOR ARIZONA JOINT TAX APPLICATION (JT-1)

Online Application

Go to www.AZTaxes.gov

Notice for Construction Contractors:
Due to bonding requirements, construction contractors are not permitted to license for transaction privilege tax online. For more information, please contact us.

Mailing Address

Arizona Department of Revenue
PO Box 29032
Phoenix, AZ 85038-9032

Customer Service Center Locations

8:00 a.m. – 5:00 p.m.
Monday through Friday
(Except legal Arizona state holidays)

Phoenix Office

1600 West Monroe
Phoenix, AZ 85007

Mesa Office

1840 South Mesa Drive
Building #1352
Mesa, AZ 85201

(This office does not handle billing or account disputes)

Tucson Office

400 West Congress
Tucson, AZ 85701

Customer Service Telephone Numbers

Licensing questions on Transaction Privilege, Withholding or Use Tax (Arizona Department of Revenue)
(602) 255-3381

Unemployment Tax
(Arizona Department of Economic Security)
(602) 771-6602

E-mail: uitstatus@azdes.gov

The Arizona Joint Tax Application (JT-1) is used to apply for Transaction Privilege Tax, Use Tax, and Employer Withholding and Unemployment Insurance. The Application is called "Joint" because it is used by both the Department of Revenue and Economic Security.

USE THIS APPLICATION TO:

- **License New Business:** If you are selling a product or engaging in a service subject to transaction privilege tax, you will most likely need to obtain the state transaction privilege tax license (TPT) license.
- **Change Ownership:** If acquiring or succeeding to all or part of an existing business or changing the legal form of your business (sole proprietorship to corporation, etc.).

IMPORTANT: To avoid delays in processing of your application, we recommend you read these instructions and refer to them as needed to ensure you have accurately entered all the required information. **This application must be completed, signed, and returned as provided by A.R.S. § 23-722.**

- Please read form instructions while completing the application. Additional information and forms are available at www.azdor.gov.
- Required information is designated with an asterisk (*).
- Please complete Section I: State/County & City License Fee Worksheet to calculate and remit **Total Amount Due** with this application.

When completing this form, please **print or type in black ink**. Legible applications are required for accurate processing. The following numbered instructions correspond to the numbers on the Form JT-1.

If you need to update a license, add a business location, get a copy of your license, or make other changes: Complete a Business Account Update form and include a State fee of \$12 per location and any applicable fees related to locations within the City/Town jurisdictions. Additional information and forms are available at www.azdor.gov.

Section A: BUSINESS INFORMATION

1. Provide your **Federal Employer Identification No.** (FEIN) or Social Security No. (SSN) if you are a sole proprietor without employees. Taxpayers are required to provide their taxpayer identification number (TIN) on all returns and documents. A TIN is defined as the federal employer identification number (EIN) or SSN, depending upon how income tax is reported. The EIN is required for all employers. A penalty of \$5 will be assessed by the Department of Revenue for each document filed without a TIN.

2. **License Type (Check all that apply):**

Transaction Privilege Tax (TPT): Anyone engaged in a business taxable under the TPT statutes must apply for a TPT License before engaging in business. For TPT, you are required to obtain and display a separate license certificate for each business or rental location. This may be accomplished in one of the following ways:

- Each location may be licensed as a separate business with a separate license number for purposes of reporting transaction privilege and use taxes individually. Therefore, a separate application is needed for each location.
- Multiple locations may be licensed under a consolidated license number, provided the ownership is the same, to allow filing of a single tax return. If applying for a new license, list the various business locations as instructed below. If already licensed and you are adding locations, **do not use this application to consolidate an existing license. Please submit a Business Account Update form, available at www.azdor.gov.**

Withholding & Unemployment Taxes: Employers paying wages or salaries to employees for services performed in the State must apply for a Withholding number & Unemployment number.

Use Tax: Out-of-state vendors (that is, vendors with no Arizona location) making direct sales into Arizona must obtain a Use Tax Registration Certificate. In-state business not required to be licensed in Arizona for TPT purposes, making out-of state purchases for their own use (and not for resale) must also obtain the Use Tax registration.

TPT for cities only: This type of license is needed if your business activity is subject to city TPT which is collected by the state, but the activity is not taxed at the state level.

3. **Type of Organization/Ownership:** Check as applicable. A corporation must provide the state and date of incorporation.
4. Provide the **Legal Business Name** or owner or corporation as listed in its articles of incorporation, or individual and spouse, or partners, or organization owning or controlling the business.
5. Provide the **Mailing Address** (number and street) where all correspondence is to be sent. You may use your

home address, corporate headquarters, or accounting firm's address, etc. If mailing address differs for licenses (for instance withholding and unemployment insurance), please send a cover letter with completed application to explain.

6. Provide the **Business Phone Number** including the area code.
7. Provide the **Email Address** for the business or contact person.
8. Provide the **Business Fax Number** including the area code.
9. Provide the **Description of Business** by describing the major taxable business activity, principle product you manufacture, commodity sold, or services performed. Your description of business is very important and **MUST** link to the appropriate **NAICS Code** and **Business Code**.
10. Provide all **North American Industries Classification System (NAICS) Code(s)** that apply. The NAICS is identified for your business, based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one NAICS code. A current listing is available at www.azdor.gov.
11. If you acquired or changed the legal name of an existing business, you must complete Section F of this application. If you check NO, proceed to number 12.
12. If you are a construction contractor, read bonding requirements and submit the appropriate bonding paperwork with this application. If you check NO, proceed to number 13.
13. Provide the **Withholding Physical Location** of the business. This address cannot be a PO Box or Route Number.

Section B: IDENTIFICATION OF OWNERS, PARTNERS, CORPORATE OFFICERS, MEMBERS/ MANAGING MEMBERS OR OFFICIALS OF THIS EMPLOYING UNIT

Provide the full name, social security number and title of all Owners, Partners, Corporate Officers, Members/ Managing Members or Officials of the Employing Unit. If you need additional space, attach Additional Owners, Partners, Corporate Officer(s) Addendum available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/ or managing members own more than 50% of, or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a General Disclosure/ Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Section C: TRANSACTION PRIVILEGE TAX (TPT)

1. Provide the **Date Business Started** in Arizona.
2. Provide the **Date Sales Began** in Arizona or estimate when you plan to begin selling in Arizona.
3. **Tax Liability:** Provide the amount of gross income you can reasonably expect to generate in your first twelve months of business. You will be set up for monthly filing unless your Estimated Tax Liability will result in a tax liability of less than \$8,000, which will require you to file quarterly.
4. Based on your tax liability, provide your filing frequency. If your total estimated annual combined Arizona, county and municipal TPT liability is:
 - Less than \$2,000, you may file and pay **annually**.
 - Between \$2,000 and \$8,000, you may file and pay **quarterly**.
 - Otherwise, your transaction privilege taxes are due **monthly**.
 If your business is **Seasonal** or you are a transient **vendor**, indicate the months in which you intend to do business in Arizona.
5. Indicate whether your business sells **tobacco products**. If you checked yes, check the box to indicate if you are a retailer or distributor of tobacco products.
6. **TPT Filing Method:** Check which filing method your business uses for determining tax liability. Cash basis requires the payment of tax based on sales receipts actually received during the period covered on the tax return. When filing under the accrual basis the tax is calculated on the sales billed rather than actual receipts.
7. If you sell new **Motor Vehicle Tires or Vehicles**, you must file the Motor Vehicle Waste Tire Fee form (TR-1) available at www.azdor.gov. Sellers of new motor vehicles and motor vehicle tires in the state, for on-road use, are required to report and pay a waste tire fee to the Department of Revenue.
8. through 9. **Tax Records Physical Location** indicate the physical address where your tax records are located. Include the contact person's name and phone number.

Section D: TRANSACTION PRIVILEGE TAX (TPT) PHYSICAL LOCATION

1. Provide the Business Name, "**Doing Business As**" (**DBA**). DBA is the name of a business other than the owner's name or, in the case of a corporation, a name that is different from the legal or true corporate name. If it is the same as the **Legal Business Name** enter "same".
2. Provide the **Business Phone Number** including the area code.
3. Provide the **Physical Location** of the business. This address cannot be a PO Box or Route Number. Provide:
 - County/Region
 - Residential Rentals ONLY - Number of Units
 - Reporting City, if different from the **Physical Location** city. For example, if the location for the listed address

is listed in an adjacent city, such as Scottsdale, but the location of the business is actually within the city of Phoenix. See "TPT Rate Look Up" on www.AZTaxes.gov.

4. Provide if your business is located on an Indian Reservation; provide the **Additional County/Region Indian Reservation Code(s)**. A current listing is available at www.azdor.gov.

Provide the **Business Code(s)** including all State and City Business Code(s) that apply; based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one business code. A current listing is available at www.azdor.gov.

If you have more locations, attach Additional Business Locations form available at www.azdor.gov.

Section E: WITHHOLDING & UNEMPLOYMENT TAX APPLICANTS

1. Provide the **Date Employees First Hired** in Arizona.
2. If you are liable for Federal Unemployment Tax, check YES and enter the first year of liability.
3. If individuals in your business are performing services that are excluded from withholding or unemployment tax, check YES and describe the services these individuals are performing.
4. If your business has an IRS ruling that grants an exclusion from Federal Unemployment Tax, check YES and you must attach a copy of the Ruling Letter to this application.
5. If you have, or previously had an Arizona unemployment tax number, check YES and provide the business name you used and the unemployment number.
6. Provide the first calendar quarter Arizona employees were or will be hired and paid.
7. When do you anticipate or did you first pay a total of \$1,500 or more in gross wages in a calendar quarter? Indicate the year and quarter in which this occurred or will occur.
8. When do you anticipate or did you first reach the 20th week of employing 1 or more individuals for a full or partial day within the same calendar year? Indicate the year and quarter in which this occurred or will occur.

Section F: ACQUIRED BUSINESS INFORMATION

1. Did you acquire or change all or part of an existing business? If part, to obtain an unemployment tax rate based on the business's previous account, you must request it no later than 180 days after the date of acquisition or legal form of business change; contact the Unemployment Tax Office Experience Rating Unit for an Application & Agreement for Severable Portion Experience Rating Transfer (form UC-247; printable version available online at www.azui.com).

2. Provide the date you acquired the previous owner's business or changed the legal form of your existing business (sole proprietor to corporate, etc.).
3. through 6. Complete as indicated if you know the previous owner's information.
7. through 9. If you merely changed the legal form of your existing business, indicate whether or not you changed all or part of the business, the date of change and EIN of previous Legal Form of Business.

Section G: AZTAXES.GOV SECURITY ADMINISTRATOR

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

Section H: REQUIRED SIGNATURES

This application must be signed only by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business. This application CANNOT be signed by agents or representatives.

Section I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET

There are no fees for Withholding/Unemployment Insurance, or Use Tax registrations. State license fees are calculated per business location. To calculate the city license fees, use the listing of cities on page 4, Section I of this application. City fees are subject to change. Check for updates at www.azdor.gov.

- AA: TOTAL City License Fees – To calculate the city fees, multiply No. of Locations in the city by the license fee and enter sum in Subtotal City License Fees. Then calculate and enter the sum of columns 1 + 2 + 3. If you have a location in Phoenix and the business is only under Class 213, Commercial Lease, there is no license fee due.
- BB: TOTAL State License Fees – To calculate the state fees, multiply the No. of locations in the state by \$12.
- CC: TOTAL City Residential Rental License Fee – USE THIS SECTION FOR CHANDLER, PHOENIX AND SCOTTSDALE ONLY. These cities WILL NOT use the larger fee chart. To calculate Residential Rental license fee, multiple the No. of units by the No. of locations by \$2.00 (\$50.00 Annual Cap per license). The amount for each city CANNOT EXCEED \$50.00.
- DD: TOTAL DUE – Add lines AA + BB + CC.

Please send your payment for this amount. Failure to include your payment with this application will result in a delay in processing your license. Licenses are not issued until all fees have been paid.

Make checks payable to the Arizona Department of Revenue. Be sure to return all pages of the application with your payment. Retain a copy of the application for your records.

- DO NOT SEND CASH
- Include your EIN or SSN on payment

State/County Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
002	Mining - Nonmetal	014	Personal Property Rental	051	Jet Fuel Use Tax
004	Utilities	015	Contracting - Prime	053/055	Rental Car Surcharge
005	Communications	017	Retail	129	Use Tax Direct Payments
006	Transporting	019	Severance -Metalliferous Mining	153	Rental Car Surcharge - Stadium
007	Private (Rail) Car	023	Recreational Vehicle Surcharge	315	MRRA Amount
008	Pipeline	025	Transient Lodging	911	911 Telecommunications
009	Publication	029	Use Tax Purchases	912	E911 Prepaid Wireless
010	Job Printing	030	Use Tax from Inventory		
011	Restaurants and Bars	033	Telecommunications Devices		
012	Amusement	041	Municipal Water		
013	Commercial Lease	049	Jet Fuel Tax		

City Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
004	Utilities	020	Timbering & Other Extraction	116	Feed Wholesale
005	Communications	027	Manufactured Buildings	144	Hotel/Motel (additional tax)
006	Transporting	029	Use Tax	213	Commercial Rental, Licensing for Use
009	Publication	030	Use Tax from Inventory	214	Rental, Leasing and Licensing for Use of Tangible Personal Property
010	Job Printing	037	Contracting - Owner Builder	244	Lodging-Extended Stay
011	Restaurants and Bars	040	Rental Occupancy	313	Commercial Lease (additional tax)
012	Amusement	044	Hotels	315	MRRA Amount
015	Contracting - Prime	045	Rental Residential		
016	Contracting Spec Builder	049	Jet Fuel Tax		
017	Retail	051	Jet Fuel Use		
018	Advertising	062	Retail Sales Food for Home Consumption		
019	Severance - Metalliferous Mining	111	Additional Restaurants & Bars		

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)**Arizona Department of Revenue**

PO Box 29010 - Phoenix, AZ 85038-9010

For assistance out of state or in the Phoenix area: (602) 255-2060 or
Statewide, toll free area codes 520 and 928: (800) 843-7196**TAXPAYER INFORMATION**
☐ AMENDED RETURN ☐ FINAL RETURN
(Cancel License) ☐ CHECK HERE AND SIGN BELOW IF YOU
HAVE NO GROSS RECEIPTS TO REPORT

BUSINESS NAME		
C/O		
MAILING ADDRESS		
CITY	STATE	ZIP CODE
☐ ADDRESS CHANGED (MAILING ADDRESS ONLY)		BUSINESS PHONE NUMBER

TPT-2 return is due the 20th day of the month following the month in which the transactions were conducted

TAXPAYER IDENTIFICATION NUMBER ☐ SSN ☐ EIN	
LICENSE NUMBER	
PERIOD BEGINNING M M D D Y Y Y Y	PERIOD ENDING M M D D Y Y Y Y
REVENUE USE ONLY. DO NOT MARK IN THIS AREA	
POSTMARK DATE	RECEIVED DATE

AA NET AZ/COUNTY TAX (PAGE 2, LINE MM, COLUMN (M)).....

BB NET CITY TAX (PAGE 3, LINE RR, COLUMN (M))

CC NET TAX DUE ON THIS RETURN (LINE AA + LINE BB = LINE CC).....

DD TPT ESTIMATED PAYMENTS TO BE USED ON THIS RETURN (JUNE RETURN ONLY, DUE IN JULY)

EE TAX DUE NET OF TPT ESTIMATED PAYMENTS (LINE CC - LINE DD = LINE EE).....

FF TOTAL AMOUNT REMITTED WITH THIS RETURN.....

\$

NOTE: A TRANSACTION DETAIL PAGE IS REQUIRED OR THE RETURN WILL NOT PROCESS CORRECTLY AND PENALTIES MAY APPLY.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

☐ The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorize the disclosure of confidential information to this individual.

TAXPAYER PRINTED NAME _____

TAXPAYER SIGNATURE _____

DATE _____

PAID PREPARER'S SIGNATURE (OTHER THAN TAXPAYER) _____

TAXPAYER PHONE NO. _____

TITLE _____

PAID PREPARER'S TIN _____

PAID PREPARER'S PHONE NO. _____

PLEASE MAKE CHECK PAYABLE TO ARIZONA DEPARTMENT OF REVENUE

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
	REG. CODE	NAME OF REGION	BUS. CODE	DESC. OF BUS. ACTIVITY	GROSS RECEIPTS	DEDUCTIONS FROM SCHEDULE A	(F) - (G) = (H) NET TAXABLE	AZ / COUNTY TAX RATE	(H) X (I) = (J) TOTAL TAX	ACCTNG CREDIT RATE	(H) X (K) = (L) ACCOUNTING CREDIT	(J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
GG SUBTOTAL												
HH TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)												
II TOTAL (LINE GG + LINE HH = LINE II).....												
JJ EXCESS TAX COLLECTED												
KK EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS)												
LL NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))												
MM NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M))												

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

	(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
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14													
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17													
18													
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20													
21													
22													
23													
24													
25													
NN CITY SUBTOTAL													
OO CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)													
PP CITY TOTAL (LINE NN + LINE OO = LINE PP)													
QQ CITY EXCESS TAX COLLECTED													
RR NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))													

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

PAGE 2A OF _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) (H) X (K) = (L) ACCOUNTING CREDIT	(M) (J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
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5												
6												
7												
8												
9												
10												
11												
12												
13												
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15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
AZ/COUNTY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

PAGE 3A OF _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
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15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
CITY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

**TPT-2 – SCHEDULE A DEDUCTIONS – STATE/COUNTY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX**

LICENSE NUMBER: _____

Page ____ of ____

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

	(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
18					\$	
19					\$	
20					\$	
21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA SUBTOTAL OF DEDUCTIONS.....					\$	
BB DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...					\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....					\$	

TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G

FINAL

TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____

Page ____ of ____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
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16					\$	
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18					\$	
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22					\$	
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24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA SUBTOTAL OF DEDUCTIONS.....					\$	
BB DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S).....					\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....					\$	
TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G						

FINAL



Council-Regular Meeting

C2

Meeting Date: 06/04/2019

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Dan Grossman, CIP Process Analysis

Date: June 4, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Procurement; ratifying the Town Manager's approval of two change orders to the construction contract with CORE Construction, Inc. for the Marana Public Safety Facility (PDFAC) in the amount of \$301,318.00; authorizing the transfer of appropriations if necessary for the change orders; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change orders (Keith Brann)

Discussion:

Marana Town Code Section 3-4-7(B)(4) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed \$50,000. However, Section 3-4-8(B) provides that the Town Manager may approve change orders to public improvements contracts that exceed that amount if the Town Manager determines that doing so will avoid unnecessary contractor delay claims or costs or public health or safety hazards that would otherwise occur while awaiting Town Council approval. When the Town Manager approves a change order in these circumstances, Town Council ratification of the change order must occur as soon as practicable thereafter.

The budget for fiscal year 2018-2019 was adopted on June 19, 2018. The Marana Public Safety Facility (PDFAC) was properly included within the Town of Marana's FY2019 Capital Improvement Plan.

Effective June 9, 2017, the Town of Marana and CORE Construction, Inc. entered into a Construction Contract in the amount of \$17,407,842.00 to construct the Marana Public Safety Facility.

The Town has processed two previous change orders to the CORE Construction Inc. Construction Contract, totaling \$190,409.00 bringing the total current Construction Contract amount to \$17,598,251.00

There are two change orders associated with this item. The first change order involves the shooting range. The shooting range within the facility is an aftermarket system that has not been deemed building code compliant with the facility's shell space sprinkler system. Under the terms of the contractor's guaranteed maximum price, the contractor is absorbing the cost of retrofitting the shell space sprinkler system to accommodate the chosen shooting range system. After further review of the operations and long term maintenance of the shooting range, staff feels that it is in the best interest of the Town to also add heat and smoke detection switches to the sprinkler activation system. This minimizes the maintenance issues that would exist if a bullet hits a sprinkler head. The cost of this improvement above and beyond the contractor's code compliance responsibility is \$144,720.00.

The second change order involves contract reconciliation between directed changes to scope and unforeseen issues that are part of the contractor's risk under a Construction Manager at Risk (CMAR) contract. There were additional items necessary for the completion of the PD Facility that were determined to be outside the original scope of the Guaranteed Maximum Price (GMP) set by the CMAR contract with Core Construction. Examples of these items are: a campus monument sign, fixing a sewer line that was discovered to be damaged. It includes improvements to the parking area to facilitate drainage. Saturation of the pavement and large voids under the parking area and conflict with a sidewalk and the water meter box required additional work. A waterline break required recompaction and stabilization of the water line trench. A complete list of all additional scope items is attached to this council agenda consent item. The cost of these improvements is \$156,598.00.

As part of the contract reconciliation, items that were determined to be part of the known or unknown risk of the project were considered covered by the GMP of the CMAR contract and no additional payment will be made for those items.

The cost of these two additional change orders will bring the Construction Contract to \$17,899,569.00

These change orders are necessary to avoid unnecessary contractor delay and the amount of these change orders, combined with all previous change orders, exceeds \$50,000.00; therefore, these change orders required immediate approval by the Town Manager. With an active Construction Contract and Contractor in place, the Town Manager exercised his authority under section 3-4-8(B) of the Town Code to authorize a change order to the contract. This item is on the agenda for the Town Council to ratify the Town Manager's action.

Financial Impact:

Fiscal Year: 2019

Budgeted Yes
Y/N:
Amount: \$301,318.00

This change order will be funded with ½ cent sales tax funds, GL Account # 34031000-8015-PDFAC.

Staff Recommendation:

Staff recommends ratification of the Town Manager's approval of the change order.

Suggested Motion:

I move to ratify the Town Manager's approval of two change orders to the construction contract with CORE Construction, Inc. for the Marana Public Safety Facility (PDFAC) totaling \$301,318.00; to authorize the transfer of appropriations if necessary for the change orders; and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change orders.

Attachments

Marana PF, Change Order, Added Sitework

CHANGE ORDER REQUEST #4

CONTRACT: 17-01-010 TOM - Marana Police Facility

OWNER: Town of Marana
11555 West Civic Center Drive
Marana, AZ 85653

CHANGE ORDER INFORMATION

Please Review the following change request(s) to this Contract:

Schedule Impact

Details: This PCO is to document the following conciliation of Contingencies:

- Owner Contingency General Overrun - \$0
- Owner Contingency 1/2 Cent Overrun -\$135,661
- Owner Contingency RICO Credit – \$0
- Contractor Contingency RICO Credit – \$0
- Code/Permitting 1/2 Cent Contingency Credit – \$0

This total of \$135,661 overrun on 1/2 contingency with mark-up of bonds, insurance, sales tax, & fee will make the total \$156,598

ITEM #	DESCRIPTION	CONTRACT CHANGE
	Contingency Reconciliation	\$156,598.00
	Total:	\$156,598.00

Not valid until signed by the Owner. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was.....	\$17,407,842.00
The net change by previously authorized Change Orders was.....	\$190,409.00
The Contract Sum prior to this Change Order Request was.....	\$17,598,251.00
The Contract Sum will be increased by this Change Order Request.....	\$156,598.00
The new Contract Sum will be.....	\$17,754,849.00
The Contract Time will be increased by 0 days	
New Completion Date: 10/9/2018	

AUTHORIZED BY OWNER

Town of Marana
11555 West Civic Center Drive
Marana, AZ 85653

AUTHORIZED BY CONTRACTOR

CORE Construction, Inc
3036 E. Greenway
Phoenix, AZ 85032

Printed name

Rick Carr

Signature

Richard W. Carr, Jr.

Date:

04.29.19

Printed name

Gary Wenk

Signature

Gary Wenk

Date:

4/22/19

MARANA POLICE FACILITY
CO #4 REVIEW / BACK CHECK

PCO	Owner	General	Comment	PCO	Owner	1/2 Cent	Comment	PCO	Owner	RICO	Comment	PCO	Contractor	RICO	Comment	PCO	Code	1/2 Cent	Comment
															Balance of PCO 1097				
1001	\$	8,985		1014	\$	2,112		1019	\$	1,819.00		1097?	\$	3,725	moved here	1012	\$	4,872	
1005	\$	(20,910)		1019	\$	521		1210	\$	(19,085.00)			\$	3,725	Total Spent	1013	\$	7,060	
1002	\$	10,298		1023	\$	(3,580)		1086	\$	2,546.00						1015	\$	7,699	
											Balance of PCO 1097								
1003	\$	25,943		1024	\$	13,279		1097?	\$	16,539.00	moved here		\$	3,725	Original Amount	1038	\$	6,473	
							Balance of PCO 1031 to Code												
1010	\$	(3,217)		1031	\$	203	Half Cent		\$	1,819.00	Total Spent					1060	\$	35,453	
1008	\$	13,692		1042	\$	1,708	Split, No credit for deleted pulls						\$	-	Balance	1138	\$	3,847	
1021	\$	(10,054)		1047	\$	517			\$	1,819.00	Original Amount					1207	\$	1,045	
																			Balance of PCO 1031
1017	\$	2,337		1030	\$	3,544										1031?	\$	8,430	moved here
1022	\$	799		1036	\$	3,367			\$	-	Balance						\$	74,879	Total Spent
1028	\$	(3,652)		1050	\$	(3,349)													
1040	\$	2,391		1041	\$	2,954											\$	74,879	Original Amount
1026	\$	(9,300)		1045	\$	9,972													
1049	\$	(18,650)		1046	\$	4,484											\$	-	Balance
1043	\$	26,466		1053	\$	2,064													
1067	\$	(1,768)		1054	\$	13,922													
			PCO covered by																
1093	\$	16,015	COR #4 & Owner	1062	\$	16,460													
			1/2 Cent Balance																
1052	\$	15,157	PCO covered by	1044	\$	4,465	GC Contingency item												
			COR #4																
1144	\$	15,175	PCO covered by	1048	\$	-	GC Contingency item												
			COR #4																
1125	\$	4,485	PCO covered by	1051	\$	-													
			COR #4																
1204	\$	93,451	PCO covered by	1074	\$	1,466													
			COR #4																
	\$	167,643	Total Spent	1058	\$	3,715													
				1087	\$	7,643													
	\$	27,873	Original Amount	1083	\$	2,981													
				1070	\$	2,350													
	\$	(139,770)	Balance	1069	\$	(6,884)													
				1086	\$	-	Moved to Owner RICO												
							Balance of PCO 1097 to Owner												
				1097	\$	6,125	RICO & Contractor RICO												
				1099	\$	(8,750)													
PCO 1204				1075	\$	6,592													
\$		905		1079	\$	-	GC Contingency item												
\$		1,225		1066	\$	13,133													
\$		12,660		1098	\$	6,700													
\$		2,756		1082	\$	23,458													
\$		27,344		1101	\$	18,071													
\$		20,925		1184	\$	5,747													
\$		16,502		1105	\$	10,234													
\$		9,658		1111	\$	1,865													
			Scupper already																
			in approved PCO																
	\$	-	1144																
\$		2,382		1192	\$	5,000													
\$		93,451		1194	\$	507													
				1196	\$	1,426													
				1197	\$	1,251													
				1200	\$	1,201													
				1202	\$	411													

PCO	Owner General	Comment	PCO	Owner 1/2 Cent	Comment	PCO	Owner RICO	Comment	PCO	Contractor RICO	Comment	PCO	Code 1/2 Cent	Comment
			1203	\$ 2,000										
			1124	\$ 3,920										
			1096	\$ 4,009										
			1129	\$ (2,432)										
			1205	\$ 802										
			1206	\$ 1,185										
			1134	\$ (2,500)										
			1208	\$ 1,006										
			1209	\$ 2,450										
			1140/1225	\$ (17,965)	Incl. credit for repair at 2 islands									
			1076	\$ 10,410										
			1110	\$ 21,840										
			1221	\$ 1,175										
			1220	\$ 18,136										
			TBD	\$ (23,458)										
			1082	\$ (15,463)										
			TBD	\$ 2,500										
			TBD	\$ (5,770)	Credit for replaced Range panels									
				\$ 178,730	Total Spent									
				\$ 182,839	Original Amount									
				\$ 4,109	Balance									
					Balance of Owner General transferred as requested by Town									
				\$ (139,770)	(JC)									
					COR#4 Contingency Overage									
				\$ (135,661)	Amount									



3036 E. Greenway
Phoenix, AZ 85032
Ph: (602) 494-0800

PENDING CHANGE ORDER No. 1093

To: Rick Carr
Abacus Project Management
3030 North Central Ave, Ste. 803
Phoenix, AZ 85012
Ph: 602-282-4084

From: Jake Thomas
Date: 10/2/2018
Project: 17-01-010 TOM Police Facility

Below is the detail for our proposal to complete the following changes in contract work:

There was an allowance of \$7,000 for Campus Directional Signage in GMP per detail A1/I164. The Campus Directional Signage has been upgraded and priced up per ASI #025 and approved shop drawings 101400-003. Below is a breakdown of the allowance and the final additional cost for the Campus Directional Signage.

Vendor Name	Description	Amount
	Campus Directional Signage Allowance	(\$7,000.00)
Commonwealth Electric	Conduit and Power	\$4,704.00
CTS	Provide Fiber	\$1,113.00
Rouser Concrete	Footing and Base	\$1,280.00
SVM	Masonry, Stone and Installation of Steel	\$1,006.00
JB Steel	Supply Plates and Embeds	\$1,052.00
Mountain States	Signage	\$13,860.00

Sub Total	\$16,515.00
Fee	
Total	\$16,015.00

Due to the nature of this change and its impact on the current schedule, we would request that an additional 0 day(s) be added to the project's final completion date. Contractor reserves the right to request additional time and extended job cost beyond requested amounts when the actual schedule impact has been determined.

Reviewed By:

Jake Thomas

10/2/18

Jake Thomas
CORE Construction

Date

Approved By:

Richard W. Carr, Jr.

10/02/2018

Rick Carr
Abacus Project Management
Owner Site Contingency

Date



Mountain States Specialties, Inc.

ROC 106196 L-38
4777 S. 32nd Street
PHOENIX, AZ 85040
Ph: (480) 839- 0751
FAX: (480) 839- 5360
Email: BBILLETER@MNTSTATES.COM

Estimate #: 6879

Page 1 of 1

Created Date: 10/2/2018 11:13:30AM	Prepared For: CORE CONSTRUCTION
Salesperson: Bryan Billeter	Contact: Nasrudin Ebrahim ,Assistant Project Mar
Email: bbilleter@mntstates.com	Office Phone: (602) 494-0800
Office Phone: (480) 839- 0751	Office Fax: (602) 992-0648
Office Fax: (480) 839- 5360	Email: nasrudinebrahim@coreconstruction.com
Entered by: Bryan Billeter	Address: 3036 E. Greenway Rd
	PHOENIX, AZ 85032

Description: TOWN OF MARANA - ORIGINAL SCOPE MONUMENT SIGN CREDIT

		Quantity	Unit Price	Subtotal
1	Product: Item(s) Description: Exterior campus directional signage	1	\$6,500.00	\$6,500.00
		Quantity	Unit Price	Subtotal
2	Product: Sign Installation Description: Sign Installation	1	\$500.00	\$500.00

Subtotal \$7,000.00
Total: \$7,000.00

Client Reply Request

☐ Estimate Accepted "As Is". Please proceed with Order.

☐ Changes required, please contact me.

☐ Other: _____

SIGN: _____ **Date:** ____ / ____ / ____



Commonwealth Electric Company of the Midwest

2111 E 17th Street • Tucson, AZ 85719 • (520) 792-3332 • Fax: (520) 792-3444

Arizona Contractor's License No's:

A - 17 074533

L - 11 074534

C - 11 119121

September 5, 2018

CORE Construction, Inc.
3097 West Ina Road
Tucson, AZ 85741

Attn: Jake Thomas

Re: Town of Marana Public Safety Facility

Subject: Change Order Proposal to install conduit and circuit for power to monument sign and
conduit for communications cable.
CECM Change Proposal 30.4.27

Please find attached hereto our change proposal for the above referenced additional work.

Our price for this additional work is \$4,704.00. Our estimate and summary sheets are attached for
your reference.

Labor \$3,110.00

Materials \$1,594.00

Thank you for your consideration in this matter. If you have any questions concerning this proposal,
please contact the undersigned at your earliest convenience.

Sincerely,
Commonwealth Electric Company of the Midwest

Cody Hoobler,
Estimator / Project Manager

"Committed To Excellence"

Bid Summary Report

MARANA PUBLIC SAFETY 2 Estimator: CECM Est 7

Job #2013

Job Name: MARANA PUBLIC SAFETY 2

Contractor:

Estimator: CECM Est 7

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
30.4.27 MONUMENT SIGN	\$404.03	100.00%	\$404.03	57.19	100.00%	57.19

Top Sheet

Raw Cost	\$4,072.61	Sales per Month	\$0.00
Tax	\$0.00	Return per Month	\$0.00
Raw Cost with Tax	\$4,072.61	Price per Square Foot	\$0.00
Overhead	\$407.26	Hours per Square Foot	0.00
Profit	\$223.99	Square Feet	0.00
Total Return Amount	\$631.25	Job Months	0.00
Total Return %	13.42%	Hours per Week	40.00
Price	\$4,703.86	Workers per Day	0.00
Bond	\$0.00	Total Hours	57.19
Sell Price	\$4,703.86	Mark Up Sales Tax	No
Adjusted Sell ()	\$4,704.00	Use Bond Table	No
Adjusted Sell Return 13.42%	\$631.39		

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Percent	Labor Cost
Journeyman	60.00%	34.31	\$26.69	\$16.97	63.56%	\$1,497.91
Gen Fm	40.00%	22.87	\$32.70	\$19.54	59.77%	\$1,195.09
Totals	100.00%	57.19	\$29.09	\$18.00	61.86%	\$2,693.00

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$404.03	+ 10.00%	\$444.43	+ 5.00%	\$466.66	
Labor	\$2,693.00	+ 10.00%	\$2,962.30	+ 5.00%	\$3,110.41	
Supplier Quotes	\$0.00	+ 10.00%	\$0.00	+ 5.00%	\$0.00	
SubContractors	\$0.00	+ 10.00%	\$0.00	+ 5.00%	\$0.00	

Bid Summary Report

MARANA PUBLIC SAFETY 2 Estimator: CECM Est 7

Job #2013

Direct Job Expense	\$78.08	+	10.00%	\$85.89	+	5.00%	\$90.18
Equipment Rental	\$897.50	+	10.00%	\$987.25	+	5.00%	\$1,036.61
Special Provisions	\$0.00	+	10.00%	\$0.00	+	5.00%	\$0.00
Totals	\$4,072.61		10.00%	\$4,479.87		5.00%	\$4,703.86

Direct Job Expense

Name	Supplier	Tax (0.0%)	Unit Cost	Multiplier	Amount
97500 Taxes		No	\$78.08	1.00	\$78.08
Total:					\$78.08

Equipment Rental

Name	Supplier	Tax (0.0%)	Unit Cost	Multiplier	Amount
93300 Trench & BF		No	\$897.50	1.00	\$897.50
Total:					\$897.50

Job Name: MARANA PUBLIC SAFETY 2
 Job Number: 2013
 Extension Name: 30.4.27 MONUMENT SIGN

Item #	Item Name	Quantity	Book Price	U	P/Adj 1	U	Price 1	U	Ext Price 1	Bid Lbr	U	Bid Lbr Ext	Extended Price	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined									\$404.03			57.19	\$404.03	100%	100%
Cost Code: 10 BRANCH CONDUIT									\$242.38			13.67	\$242.38	59.99%	23.91%
231	3/4" GRC	8.00	\$726.19 C				\$239.64 C		\$19.17	3.30 C		0.26	\$19.17		
232	1" GRC	8.00	\$1,040.06 C				\$374.42 C		\$29.95	4.40 C		0.35	\$29.95		
281	3/4" 40 PVC	230.00	\$39.92 C				\$26.75 C		\$61.52	2.10 C		4.83	\$61.52		
282	1" 40 PVC	230.00	\$58.26 C				\$37.87 C		\$87.10	2.75 C		6.32	\$87.10		
392	3/4" GRC COUPLING	2.00	\$2.17 E				\$217.00 C		\$4.34	0.00 X		0.00	\$4.34		
393	1" GRC COUPLING	2.00	\$3.21 E				\$321.00 C		\$6.42	0.00 X		0.00	\$6.42		
405	3/4" GRC ELBOW	2.00	\$7.47 E				\$522.90 C		\$10.46	0.00 X		0.00	\$10.46		
406	1" GRC ELBOW	2.00	\$11.45 E				\$801.50 C		\$16.03	0.00 X		0.00	\$16.03		
862	3/4" FEMALE TERMINTOR	2.00	\$76.36 C				\$38.18 C		\$0.76	0.20 E		0.40	\$0.76		
876	1" FEMALE TERMINTOR	2.00	\$103.88 C				\$51.94 C		\$1.04	0.20 E		0.40	\$1.04		
1,202	3/4" LOCKNUT	4.00	\$58.58 C				\$14.65 C		\$0.59	0.00 X		0.00	\$0.59		
1,203	1" LOCKNUT	4.00	\$101.91 C				\$25.48 C		\$1.02	0.00 X		0.00	\$1.02		
1,270	3/4" METAL BUSHING	2.00	\$148.90 C				\$74.45 C		\$1.49	0.25 E		0.50	\$1.49		
1,271	1" METAL BUSHING	2.00	\$249.73 C				\$124.87 C		\$2.50	0.30 E		0.60	\$2.50		
Cost Code: 20 BRANCH WIRE									\$161.65			6.72	\$161.65	40.01%	11.74%
45	#10 THHN CU STRANDED	724.50	\$486.20 M				\$218.79 M		\$158.51	8.00 M		5.80	\$158.51		
228	PULLWIRE	230.00	\$13.63 M			1.00	\$13.63 M		\$3.13	4.00 M		0.92	\$3.13		
Cost Code: 70 CIVIL/SITE WORK									\$0.00			36.80	\$0.00	0%	64.35%
60,141	BRANCH TRENCH	230.00	\$0.00 E			1.00	\$0.00 E		\$0.00	16.00 C		36.80	\$0.00		
									\$404.03			57.19	\$404.03		

Project Name	Marana 911	Created by	SR
Customer Name	Core Construction	Date	9/6/2018
Customer Contact	Jake Thomas	CTS Job No	T222
Phone Number	602-361-7768	Change No	6



Change Request Form							
---------------------	--	--	--	--	--	--	--

Description of change request below	Status: PENDING	Requested By: CTS	GC/EC	End User
-------------------------------------	------------------------	--------------------------	--------------	-----------------

This Change Order is to reflect the request to add Cat6 cabling from 1st floor IDF to the Singnage for Marana Police facility

Item	Product	Description	UOM	Qty	Materials	Labor	Total
1001			LF	-	-	-	-
1002			EA	-	-	-	-
1003			EA	-	-	-	-
1004	-	-	-	-	-	-	-
1005			EA	-	-	-	-
1006	-	-	-	-	-	-	-
1007	Commscope	Underground Cat6	ea	1,000.00	462.50	450.00	912.50
1008	Surge Gate	cat6 lan surge protector	ea	1.00	121.11	14.99	136.10
1009	Belden	CAT6 568A/B	EA	2.00	12.23	7.20	19.43
1010	-	-	-	-	-	-	-
1011	Labor Only	Terminate Test, Label	Ea	1.00	-	45.00	45.00
1012	-	-	-	-	-	-	-
1013	-	-	-	-	-	-	-
1014	-	-	-	-	-	-	-
1015	-	-	-	-	-	-	-
1016	-	-	-	-	-	-	-
1017	-	-	-	-	-	-	-
1018	-	-	-	-	-	-	-
1019	-	-	-	-	-	-	-
1020	-	-	-	-	-	-	-

Print Name: _____

Title: _____ Signature: _____

595.84	517.19	1,113.02
	Taxes	-
Total Costs		1,113.02



CHANGE PROPOSAL

Date: July 27, 2018
To: CORE Construction

Project: TOM-Marana Police Facility (#654-17)
Attn: Jake Thomas

PROPOSAL INCLUSIONS:

RFI #203 – Monument Directional Signage:

Add a Footing for the Monument Directional Signage:

- Excavation
- Rebar
- Concrete

Add a Base for the Monument Directional Signage:

- Forming
- Rebar
- Concrete
- Strip Forms and Clean-Up

EXCLUSIONS:

Per Original Proposal

PRICING:

Total Change Proposal\$ 1,280.00

Please call should you have any questions.

Thank you,

Beth Unrein

Beth Unrein
Rouser Concrete



SUN VALLEY MASONRY & CONCRETE, INC.

Submitted To: **CORE Construction**
3097 West Ina Road
Tucson, AZ 85741-2107

Attention: Nasrudin Ebrahim, Jake Thomas
Date: Wednesday, September 19, 2018

SV Job #: 17-02-005
Job Name: Marana Public Safety Facility
Address: 11555 W Civic Center Dr
Marana, AZ, 85653
Regarding: COR 018R - Monument Sign

COR - New monument sign - Revised per ASI 025

Narrative: Sun Valley Masonry was requested to provide the material and labor to construct the cmu & embed install portion of the Monument Sign. No charge for the stone material and install*. Cost is as follows:

M A T E R I A L S				
CMU	33	Each	\$ 1.28	\$ 42
Mortar	0.1	Each	\$ 127.00	\$ 13
Grout	1.0	Each	\$ 42.00	\$ 42
Thin Set Mortar	0	Each	\$ 30.00	\$ -
Total Materials				\$ 97

E Q U I P M E N T				
Description	Quantity	Units	Rate	Total
Truck w/tools	3	Hours	\$ 12.50	\$ 38
Forklift	0	Hours	\$ 54.00	\$ -
Scaffolding	0	Square Feet	\$ 0.20	\$ -
Hammer Drill	0	Hours	\$ 8.00	\$ -
Silica Control Equipment	0	Hours	\$ 6.00	\$ -
Total Equipment				\$ 38

L A B O R				
Title	Quantity	Hours	Rate	Total
Project Management		0	\$ 82.00	No Charge
Foreman	1	4	\$ 62.98	\$ 252
Mason	2	3	\$ 45.50	\$ 273
Operator	1	0	\$ 40.13	\$ -
Laborer	2	3	\$ 35.28	\$ 212
Total Labor				\$ 737

***Note: No charge for stone material or install due to stone work that was deleted in or areas.**

Working Days Added: 1

Subtotal	\$ 871
OH (10%)	\$ 87
Fee (5%)	\$ 48
Total	\$ 1,006

Rick White, Project Estimator (602) 216-3723



J.B. Steel
2850 E. Ganley Road
Tucson, AZ 85706
Phone: (520) 748-8062
Fax: (520) 748-8164

Date: 9/12/2018

Page 1 of 1

CO #: 27

Job #: 1704-13-00
Marana Public Safety Facility

Change Order Request

To: Mike Stecyk
Core Construction Services
3097 W Ina Road
Tucson, AZ 85741
Phone: 520-770-5300
Fax: 520-790-0347

Subject: RFI 203 Monument Sign

Sent Via: E-mail

Description of Change:

Costs associated with fabricating and installing Monument Sign plates per RFI 203.

Cost to include detailing ,material, fabrication and installation

Price excludes any item not specifically included above.

The change has added 14 calendar days to the project schedule and will cause an increase of \$1,052.00 to the contract amount.

A signature below indicates acceptance of all changes shown herein. Any work associated with this change will begin upon receipt of a signed copy of this C.O. in our office.

Accepted By

J.B. Steel

	SUMMARY				Date: 9/12/2018
Job Name:	MPSF		Change Order:	27 RFI 203	
Shop =	4	hrs. @	\$75.00	hr.	\$300.00
Clean & Paint =	0	hrs. @	\$75.00	hr.	\$0.00
Detailing =	1	hrs. @	\$65.00	hr.	\$65.00
Project Manager	1	hrs. @	\$75.00	hr.	\$75.00
Galvanize =	0	lbs. @	\$0.50	/lb	\$0.00
Field =	4	hrs. @	\$65.00	hr.	\$260.00
Travel Time =	0	hrs. X	0	men @	\$50.00
				Total Cost of Mat'l	\$ 215
				SUB TOTAL=	\$915.00
-----BUYOUTS-----					
JOISTS - from	Vulcraft		tonnage =	0	\$0.00
0'-20' =	0	21'-40' =	0	41'-60' =	0
	60'+ =	0	Girders =	0	
Total install=	0.00	hrs. @	\$65.00	per hour.....	\$0.00
DECK type =			@	\$0.00 sq. . . .	\$0.00
Number of sq.=	0	install @	2.5	hrs/sq @ \$40.00/hr.=	\$0.00
Wt.per sq.ft=	0	Total Wt.=	0	0 \$30hr det=	\$0.00
DECK type =			@	\$0.00 sq. . . .	\$0.00
Number of sq.=	0	install @	2.5	hrs/sq @ \$40.00/hr.=	\$0.00
Wt.per sq.ft=		Total Wt.=	0	0 \$30hr det=	\$0.00
PAINT Mat'l. =	Std. Shop Primer		sq. feet =	0	
NO. GALLONS REQ'D. =	0	@	\$15.00	gallon =	\$0.00
BOLTS, ANCHORS, WELD STUDS etc.					
Overtime =					\$0.00
BUYS Other =					\$0.00
BUYS Other =					\$0.00
SHIP FREIGHT =	0	loads-40k lbs min. @	\$350.00	ea.	\$0.00
CRANE & EQUIPMENT					
Crane	0	hours @	\$190.00	/hour.	\$0.00
Forklift	0	weeks @	\$900.00	/day.	\$0.00
Cable Hi-Lift	0	days @	\$75.00	/day.	\$0.00
Man Lift	0	weeks @	\$675.00	/day.	\$0.00
Extra Welders	0	days @	\$75.00	/day.	\$0.00
				Sub Total=	\$915
			15%	mark up =	\$137
Detailing hours:				Stairs	\$0.00
By shop hours	1.33			Trash Gates	\$0.00
By % of project:	2.83			Bollards	\$0.00
Average:	2	Lot priced items		Ladders	\$0.00
				Railing	\$0.00
				TOTAL =	\$1,052



Mountain States Specialties, Inc.

ROC 106196 L-38
4777 S. 32nd Street
PHOENIX, AZ 85040
Ph: (480) 839- 0751
FAX: (480) 839- 5360
Email: BBILLETER@MNTSTATES.COM

Estimate #: 6868

Page 1 of 2

Created Date: 9/17/2018 12:59:03PM	Prepared For: CORE CONSTRUCTION
Salesperson: Bryan Billeter	Contact: Nasrudin Ebrahim ,Assistant Project Mar
Email: bbilleter@mntstates.com	Office Phone: (602) 494-0800
Office Phone: (480) 839- 0751	Office Fax: (602) 992-0648
Office Fax: (480) 839- 5360	Email: nasrudinebrahim@coreconstruction.com
Entered by: Bryan Billeter	Address: 3036 E. Greenway Rd PHOENIX, AZ 85032

Description: TOWN OF MARANA - MONUMENT SIGN

		Quantity	Unit Price	Subtotal
1	Product: Item(s) Description: Monument sign per shop drawing CABINETS Size: Cabinet: 43" x 84" x 21" Color: Per shop drawing Construction: aluminum frame with .125" aluminum skin 1" accents Routed faces backed with plex with translucent vinyl overlay Internal white L.E.D. illumination .25" F.C.O. aluminum Town of Marana logo (double-sided) LED DISPLAY 19mm RGB L.E.D. single-sided display Certifications: UL certified and labeled for outdoor use Matrix: Pixel Height - 16 Pixel Width - 48 Line Spacing: 19mm Character Size: 5" Number of Lines/Characters per line: 2 lines/9.6 characters LED color: 18.0 quadrillion colors Estimated LED lifetime: 100,000 hours Brightness: 10,000 NIT Display dimming: Manually Face Configuration: Master Cabinet dimensions: 17" H x 39" W x 5" D Display area: 12" H x 36" W Display weight: 128 lbs Voltage: 120 VAC Communication: 4G Wireless w/ 5 Year Cellular Data Plan NOTE: power to sign by others	1	\$12,900.00	\$12,900.00
2	Product: Sign Installation Description: Sign Installation	1	\$960.00	\$960.00
3	Product: Item(s) Description: Breakdown Material - \$2,700.00 Fabrication - \$4,100.00 Paint - \$450.00 Flat cut-out logo - \$950.00 Prints - \$500.00 Display - \$5,160.00	1	\$0.00	\$0.00



Mountain States Specialties, Inc.

ROC 106196 L-38
4777 S. 32nd Street
PHOENIX, AZ 85040
Ph: (480) 839- 0751
FAX: (480) 839- 5360
Email: BBILLETER@MNTSTATES.COM

Estimate #: 6868

Page 2 of 2

Notes

- Sign requires dedicated 15amp 120V power source
- Direct communication to the sign can be either CAT 6 or fiber
- Lead time for display is 8 weeks

Subtotal	\$13,860.00
Total:	\$13,860.00

Client Reply Request

☐ Estimate Accepted "As Is". Please proceed with Order.

☐ Changes required, please contact me.

☐ Other: _____

SIGN: _____ Date: ____/____/____



3036 E. Greenway
Phoenix, AZ 85032
Ph: (602) 494-0800

PENDING CHANGE ORDER No. 1052

To: Rick Carr
Abacus Project Management
3030 North Central Ave, Ste. 803
Phoenix, AZ 85012
Ph: 602-282-4084

From: Jake Thomas
Date: 05/10/2018
Project: 17-01-010 TOM Police Facility

Below is the detail for our proposal to complete the following changes in contract work:

The Town requested the repair of a longstanding issues with the Parks and Rec sewer line. After investigation, it was found that a section of the pipe was cracked and that the wye's for the cleanouts may have been installed incorrectly. This price is to fix the cracked piece, and excavate and replace the wye's.

Vendor Name	Description	Amount
KE & G	Parks and Rec Sewer Repair	\$15,157.00
Sub Total		\$15,157.00
Fee		-
Total		\$15,157.00

Due to the nature of this change and its impact on the current schedule, we would request that an additional TBD day(s) be added to the project's final completion date. Contractor reserves the right to request additional time and extended job cost beyond requested amounts when the actual schedule impact has been determined.

Reviewed By:

Jake Thomas 5/10/2018
Jake Thomas Date
CORE Construction

Approved By:

Richard W. Carr, Jr. 05.10.18
Rick Carr Date
Abacus Project Management
Owner Half Cent Contingency



1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

April 30, 2018

Core Construction

Attn: Jake Thomas
Re: Sewer Repairs 8" and Cleanouts

Jake,

Please see back ups as sperate files for the repair of a cracked 8" sewer line at 1 location, and the exploratory excavation on cleanouts (2 locations). Price separated for replacement of cleanouts if needed. Purchase of cleanout traffic rated boxes is included, along with the price to post pave adjust.

Total requested if all items are accepted \$15,156.72

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction



5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

To:	Core Construction	Contact:	Jake Otten
Address:	3097 W Ina Rd Tucson, AZ 85741	Phone:	(520) 790-5413
Project Name:	Town Of Marana Public Safety Facility Sewer Repair 4.30.18	Fax:	
Project Location:	11555 West Civic Center Drive, Marana, AZ	Bid Number:	17-341
		Bid Date:	7/17/2017

Item #	Item Description	Total Price
--------	------------------	-------------

Mob And Preparatory Tasks

Mobilization	\$1,082.93
Private Locating Service	\$592.67
Pothole For Excavations	\$1,678.45

Total Price for above Mob And Preparatory Tasks Items: \$3,354.05

8: Sewer Line Repair

Remove 8" Sewer	\$1,794.09
Install Repairs 8" Sewer	\$3,115.28
Restore DG Area @ Sewerline Repair	\$603.58
Flush Line	\$335.22

Total Price for above 8: Sewer Line Repair Items: \$5,848.17

Cleanout Exploration

Exploratory Excavation 4" Double Cleanouts Inc. Backfill	\$3,584.16
Adjust Dbl Cleanouts	\$1,487.84

Total Price for above Cleanout Exploration Items: \$5,072.00

Repair Cleanouts

Repair 4" Double Cleanouts (2 EA)	\$882.50
-----------------------------------	----------

Total Price for above Repair Cleanouts Items: \$882.50

Total Bid Price: \$15,156.72

Notes:

- Proposal Includes: Labor, Equipment, Materials, and Supervision.
- Qualifications as follows:
Qualifications are as follows:
- Excluded: removal/replacement of existing features, permitting, and testing/cctv of existing line.
- Task Breakdown:
- Private locating service: marking of immenities not shown by AZ Bluestake
- Pothole for excavations: excavating to locate line in advance of utility work, and locating any items from private locator.
- Remove 8" sewer: excavation to damaged pipe, removal and re-establishing grade.
- Install repairs 8" sewer: Installation of piping, purchase of materials, purchase of rental shoring, trucking of sand, and backfill of trench.
- Restore DG Area: clean up and re distributing salvaged DG in the common area.
- Exploratory Excavation 4" double cleanouts: Mandatory excavation to determine the need to replace Cleanouts. Cost includes sand and trucking, and 4 traffic rated lids.
- Repair cleanouts: cost to repair if deemed necessary includes PVC materials. Backfill included in exploratory excavation.
- Flush Line: final flush of repaired line
- Adjust dbl cleanout: regardless of what is found on cleanouts, they will need traffic rated lids as they are within the new paving areas, and no lids are known to be present.



3036 E. Greenway
Phoenix, AZ 85032
Ph: (602) 494-0800

PENDING CHANGE ORDER No. 1144

To: Rick Carr
Abacus Project Management
3030 North Central Ave, Ste. 803
Phoenix, AZ 85012
Ph: 602-282-4084

From: Mike Marcisz
Date: 11.12.18
Project: 17-01-010 TOM Police Facility

Below is the detail for our proposal to complete the following changes in contract work:

This PCO covers the following items:

- Slurry washouts behind wall at south parking lot.
- Valley gutter per RFI 120
- 12" HDPE
- Scupper concrete channel at entrance per RFI 230

Vendor Name	Description	Amount
KE&G	Misc Owner Site Items	\$15,175.00

Sub Total	\$15,175.00
Fee	
Total	\$15,175.00

Due to the nature of this change and its impact on the current schedule, we would request that an additional ____0__ day(s) be added to the project's final completion date. Contractor reserves the right to request additional time and extended job cost beyond requested amounts when the actual schedule impact has been determined.

Reviewed By:



Mike Marcisz
CORE Construction

Date 11.12.18

Approved By:

Richard W. Carr, L. 04/16/2019

Rick Carr
Abacus Project Management
Owner Half Cent Contingency

Date



DIRECTED FROM PRE-CON
WALK

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

Sent
Slurry
voids behind
wall

August, 2018

Core Construction

Attn: Jake Thomas

Re: Slurry backfilling of voids behind wall openings

Jake,

Please see T&M ticket 4 regarding the costs of slurry filling voids created behind the wall openings. Some of them extended under the slope beyond where we could see.

Total requested \$1,559.41

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

Core Construction

Job Name:

KE&G Reference Job No.:

Description

Marana PD

170260

filling of voids and undermining with slurry at wall openings, South Parking Lot

Date:

8/20/2018

Contractor:

KE&G Construction

Bid Item No.:

T&M #'s

Slurry Backfill

LABOR COSTS

Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	Ticket #
ISMAEL, CORDERO	36955	3.00		\$16.50	\$24.75	\$5.78	\$66.84	4
PEDRIGO, ISMAEL	1082	3.00		\$20.00	\$30.00	\$7.00	\$81.00	4
PEDRIGO, DAVID	1085	3.00		\$17.00	\$25.50	\$5.95	\$68.85	4
DOMINGUEZ, DANIEL	36588	3.00		\$16.50	\$24.75	\$5.78	\$66.84	4
ARELLANO, JOSE	34704	3.00		\$20.00	\$30.00	\$7.00	\$81.00	4
BURRUEL BARCELO, MARCO	1027	3.00		\$14.50	\$21.75	\$5.08	\$58.74	4
TOTAL:		18.00	0.00					
LABOR TOTAL WITH MARKUP=							\$486.76	

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
On-Highway Light Duty Trucks	841	3.00		\$23.68	\$2.06	\$71.04	4
On-Highway Flatbed Trucks	709	3.00		\$26.09	\$3.06	\$78.27	4
		6.00	0.00				
EQUIPMENT TOTAL WITH MARKUP=						\$171.71	

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount	
slurry	93844447	\$770.00	4
MATERIAL PURCHASED WITH MARKUP=		\$885.50	

FORCE ACCOUNT SUMMARY

Ticket #s

Slurry Backfil Date:

8/20/2018

Re Cap

filling of voids and undermining with slurry at wall openings, South Parking Lot

Labor Total		\$486.76
Owned Equipment Total		\$171.71
Material Total		\$885.50
Subcontractor Total		\$0.00
Subtotal		\$1,543.97
Texture Fees	1.000%	\$15.44
Bond	0.00%	\$0.00
Total		\$1,559.41

truckinng rate has been established for 1 year



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

4

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 8-13 20____
Address _____ Job Address _____
Description of Work Slurry filled washouts behind the wall
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
David Pedregal		3	
Ismael Pedregal		3	
Daniel Dominguez		3	
Marco Barruel		3	
Jose Avellan		3	
Juan Contreras		3	
Ismael Cordero		3	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
709	Crew truck	3	
891	foreman's truck	3	

Materials Used	Rate
10yds Slurry	

Washed out
earthwork at
wall openings
South Parking
Lot

I hereby certify that this is a true and correct account of work done on above project.

Signed

For

[Signature]
Core

Signed

[Signature]



EXPECT MORE ... WE DELIVER!*

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93844447

Invoice Date: 08/13/2018

Invoice Amt: 770.00

Invoice Due: 09/12/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	84	63323	Delivery	Net due 30 days	09/12/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/13/2018	907900	111R	400165	SAND SLURRY 1.0 SACK	CY	10.000	77.00	N	770.00
				ENVIRONMENTAL FEE	LD	1.000	0.00	N	0.00

Please include invoice number
on checks & copy of invoices
with adjustments

Total Quantity: 10.000

State & Local Taxes	0.00 %
---------------------	--------

SUBTOTAL: 770.00

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

Tax : 0.00

Total : 770.00

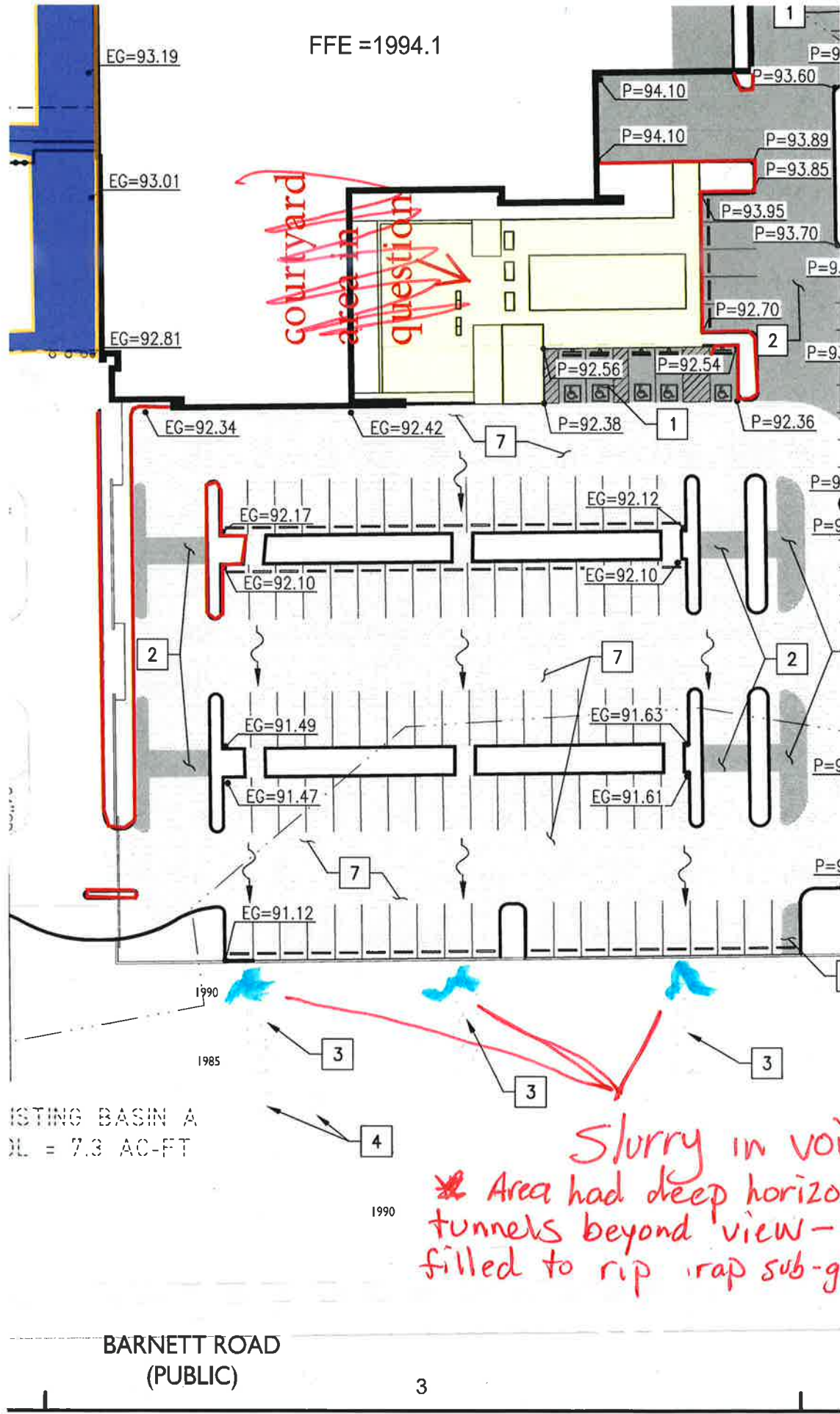
REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

Thank you for your business!

ORIGINAL

Page: 1 OF 1



Slurry in voids
* Area had deep horizontal
tunnels beyond view - slurry
filled to rip rap sub-grade



KFI 210

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

Valley
Gutter
Sent

August, 2018

Core Construction

Attn: Jake Thomas
Re: Valley Gutter

Jake,

Please see T&M tickets 1-3 covering the demolition, sub grade prep, form/pour/strip for the new valley gutter at the south parking lot. The sawcutting, abc placement, and final patch will be on a separate ticket under the heading of additional patches. Those are still in progress.

Total requested \$6,035.73

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

Valley Gutter — Patch back on separate ticket

Core Construction

Job Name:

KE&G Reference Job No.:

Description

Marana PD
170260

Date:	8/20/2018
Contractor:	KE&G Construction
Bid Item No.:	
T&M #'s	Valley Gutter

Sawcut and demo of section for valley gutter, then form pour strip. Backfilling with abc and paving under another ticket

Ticket #

LABOR COSTS

Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	
ARELLANO, JOSE	34704	8.00		\$20.00	\$30.00	\$7.00	\$216.00	1
BURRUEL BARCELO, MARCO	1027	8.00		\$14.50	\$21.75	\$5.08	\$156.64	1
ISMAEL, CORDERO	36955	8.00		\$16.50	\$24.75	\$5.78	\$178.24	1
PEDRIGO, ISMAEL	1082	8.00		\$20.00	\$30.00	\$7.00	\$216.00	1
PEDRIGO, DAVID	1085	8.00		\$17.00	\$25.50	\$5.95	\$183.60	1
DOMINGUEZ, DANIEL	36588	8.00		\$16.50	\$24.75	\$5.78	\$178.24	1
CONTRERAS, JUAN	36232	8.00		\$14.00	\$21.00	\$4.90	\$151.20	1
ARELLANO, JOSE	34704	6.00		\$20.00	\$30.00	\$7.00	\$162.00	2
BURRUEL BARCELO, MARCO	1027	6.00		\$14.50	\$21.75	\$5.08	\$117.48	2
ISMAEL, CORDERO	36955	6.00		\$16.50	\$24.75	\$5.78	\$133.68	2
PEDRIGO, ISMAEL	1082	6.00		\$20.00	\$30.00	\$7.00	\$162.00	2
PEDRIGO, DAVID	1085	6.00		\$17.00	\$25.50	\$5.95	\$137.70	2
DOMINGUEZ, DANIEL	36588	6.00		\$16.50	\$24.75	\$5.78	\$133.68	2
CONTRERAS, JUAN	36232	6.00		\$14.00	\$21.00	\$4.90	\$113.40	2
VERDUGO, MARIO	72114	6.00		\$20.00	\$30.00	\$7.00	\$162.00	2
ARELLANO, JOSE	34704	3.00		\$20.00	\$30.00	\$7.00	\$81.00	3
PEDRIGO, ISMAEL	1082	3.00		\$20.00	\$30.00	\$7.00	\$81.00	3
PEDRIGO, DAVID	1085	3.00		\$17.00	\$25.50	\$5.95	\$68.85	3
DOMINGUEZ, DANIEL	36588	3.00		\$16.50	\$24.75	\$5.78	\$66.84	3
CONTRERAS, JUAN	36232	3.00		\$14.00	\$21.00	\$4.90	\$56.70	3
VERDUGO, MARIO	72114	3.00		\$20.00	\$30.00	\$7.00	\$81.00	3
BURRUEL BARCELO, MARCO	1027	3.00		\$14.50	\$21.75	\$5.08	\$58.74	3
TOTAL:		125.00	0.00					
LABOR TOTAL WITH MARKUP=							\$3,330.39	

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
Tractor-Loader-Backhoes	4560	7.00		\$43.03	\$8.56	\$301.21	1
On-Highway Light Duty Trucks	841	7.00		\$23.68	\$2.06	\$165.76	1
On-Highway Flatbed Trucks	709	7.00		\$26.09	\$3.06	\$182.63	1
On-Highway Light Duty Trucks	841	6.00		\$23.68	\$2.06	\$142.08	2
Tilt Deck Utility Trailers	1563	6.00		\$7.77	\$1.86	\$46.62	2
On-Highway Light Duty Trucks	841	6.00		\$23.68	\$2.06	\$142.08	2
On-Highway Flatbed Trucks	709	3.00		\$26.09	\$3.06	\$78.27	3
On-Highway Light Duty Trucks	841	3.00		\$23.68	\$2.06	\$71.04	3
Tilt Deck Utility Trailers	1563	3.00		\$7.77	\$1.86	\$23.31	3
		48.00	0.00				
EQUIPMENT TOTAL WITH MARKUP=							\$1,325.95

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount	
2500 Class B concrete 12.5cy @ \$85cy	93846321	\$1,062.50	2
MATERIAL PURCHASED WITH MARKUP=		\$1,221.88	

SUBCONTRACTED WORK COSTS

SUBCONTRACTED WORK DESCRIPTION	SUBCONTRACTOR	Invoice #	Invoice Amount	
Haul off ac rubble 1 load	Desert Trucking	pend.	\$85.00	1
SUBCONTRACTOR TOTAL WITH MARKUP=				\$97.75

FORCE ACCOUNT SUMMARY

Ticket #s

Valley Gutter Date:

8/20/2018

Re Cap

Sawcut and demo of section for valley gutter, then form pour strip. Backfilling with abc and paving under another ticket

Labor Total		\$3,330.39
Owned Equipment Total		\$1,325.95
Material Total		\$1,221.88
Subcontractor Total		\$97.75
Subtotal		\$5,975.97
Texture Fees	1.000%	\$59.76
Bond	0.00%	\$0.00
Total		\$6,035.73

trucking rate has been established for 1 year



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

①

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 08-10-18 20____
Address _____ Job Address _____
Description of Work SG Prep/sawcut/deno valley gutter
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
David Pedrego		8	
Ismael Pedrego		8	
Ismael Cordero		8	
Daniel Dominguez		8	
Jose Arellano		8	
Juan Contreras		8	
Marco Burrue		8	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
709	Crew truck	8	
841	formers truck	8	
4581	Back hoe	8	

Materials Used	Rate
Haul off 1 load	

I hereby certify that this is a true and correct account of work done on above project.

Signed [Signature]
For CORE

Signed [Signature]



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

2

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 08-14-18 20_____
Address _____ Job Address _____
Description of Work form } Pour Valley Gutter
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
✓ David Pedrego		6	
✓ Ismael Pedrego		6	
✓ Daniel Dominguez		6	
✓ Juan Contreras		6	
✓ Jose Arellano		6	
✓ Marco Burruel		6	
Marid Verdugo		6	
✓ Ismael Cordero		6	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
709	crew truck	6	
841	foremans truck	6	
155D	utility trailer	6	

Materials Used	Rate
12.5 yds 2500b	
180' 2x6 forms	

I hereby certify that this is a true and correct account of work done on above project.

Signed
For



Signed





KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

3

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

WED.

Firm _____ Date 8-15-18 20_____
Address _____ Job Address _____
Description of Work Valley gutter
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
David Pedregal		3	
Daniel Dominguez		3	
Ismael Pedregal		3	
Juan Contreras		3	
Marco Burrnel		3	
Jose Arellano		3	
Mario Verdugo		3	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
891	formers Truck	3	
709	crew Truck	3	
1550	Utility trailer	3	

Materials Used	Rate
180' 2x6 forms	
Strip & pack away	

I hereby certify that this is a true and correct account of work done on above project.

Signed
For

[Signature]
Coke

Signed

[Signature]



Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181

INVOICE

Invoice No: 93846321
Invoice Date: 08/14/2018
Invoice Amt: 1,062.50
Invoice Due: 09/13/2018

EXPECT MORE ... WE DELIVER!*



Phone: (800)469-8010
E-mail: cust_service@calportland.com

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

*Valley
Gutter*

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	100	63323	Delivery	Net due 30 days	09/13/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/14/2018	908311	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	10.500	85.00	N	892.50
08/14/2018	908311	118R	928	TEMPERED WATER	GAL	387.450	0.00	N	0.00
08/14/2018	908311	118R	94000181	TEMPERED WATER SURCHARGE	CY	10.500	0.00	N	0.00
08/14/2018	908414	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	2.000	85.00	N	170.00
08/14/2018	908414	118R	928	TEMPERED WATER	GAL	73.800	0.00	N	0.00
08/14/2018	908414	118R	94000181	TEMPERED WATER SURCHARGE	CY	2.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	2.000	0.00	N	0.00

Please include invoice number
on checks & copy of invoices
with adjustments

REMIT TO:
CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

We impose a surcharge of 2.25% on the transaction
amount on all credit card products, which is not greater
than our cost of processing. We do not surcharge on
debit cards.

Thank you for your business!

ORIGINAL

Page: 1 OF 2



EXPECT MORE ... WE DELIVER!*

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93846321

Invoice Date: 08/14/2018

Invoice Amt: 1,062.50

Invoice Due: 09/13/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	100	63323	Delivery	Net due 30 days	09/13/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price

Please include invoice number
on checks & copy of invoices
with adjustments

Total Quantity: 12.500

State & Local Taxes 0.00 %

We impose a surcharge of 2.25% on the transaction
amount on all credit card products, which is not greater
than our cost of processing. We do not surcharge on
debit cards.

Thank you for your business!

SUBTOTAL: 1,062.50
Tax : 0.00
Total : 1,062.50

REMIT TO:
CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

ORIGINAL

Page: 2 OF 2

SUBCONTRACT AGREEMENT

KE&G Construction, Inc.
5100 S Alvernon Way
Tucson, Arizona 85706
Office: (520) 748-0188
Fax: (520) 748-8975

SUBCONTRACTOR: Desert Trucking
ADDRESS: PO Box 32683
Tucson AZ 85751
SUBCONTRACT NUMBER: 2018 Yearly Contract
PROJECT TITLE: Various Projects
KE&G JOB NUMBER: 2018
PRIME CONTRACT NO.: Varies
PRIME CONTRACT DATE: 01/09/2018

Desert Trucking

THIS AGREEMENT, is entered into **Tuesday, January 09, 2018**, by and between **Desert Trucking**, hereinafter called the subcontractor, and **KE&G CONSTRUCTION, INC.**, hereinafter called the contractor, **WITNESSETH**:

SECTION 1. THE PROJECT: Contractor has been hired by **KE&G Construction, Inc.** to construct **Various Projects** in accordance with the terms and provisions of the Prime Contract No. **Varies** between the Owner and the Contractor, dated Error! Reference source not found, including all the general and special conditions, provisions, drawings, specifications, addenda numbers **N/A** and all other documents and revisions to date, as prepared by **N/A** forming or by reference made a part of the Prime Contract between the Contractor and Owner, and with particular reference to the below-listed technical and/or other sections or parts of the contract documents, all of which shall be considered part of this subcontract by reference thereto and they are as fully a part of this subcontract agreement as if hereto attached or the terms herein repeated, and the Subcontractor agrees to bind and obligate himself, in the performance of this subcontract, to the Contractor by the same terms, conditions, undertakings, and obligations that the Contractor is bound and obligated to the Owner by the Prime Contract insofar as the terms thereof shall not be in conflict with the terms hereof. Copies of said Prime Contract are on file in the office of the Contractor for Subcontractor's review, although Contractor may redact pricing information and other provisions from the Prime Contract as it deems reasonably necessary.

SECTION 2. SCOPE OF WORK: The Subcontractor agrees to furnish all labor, materials, tools, equipment, supplies, and supervision necessary or incidental to complete Work on the Project as follows:

Item	Description	Qty	Unit	Unit Price	Amount
1.	10-WHEELERS		HR	\$ 75.00	TBD
2.	12-WHEELERS		HR	\$ 77.00	TBD
3.	14-WHEELERS		HR	\$ 79.00	TBD
4.	TRANSFERS		HR	\$ 81.00	TBD
5.	SEMI END-DUMPS		HR	\$ 83.00	TBD
6.	SIMPLE 16'S		HR	\$ 81.00	TBD
7.	SUPER 16'S		HR	\$ 83.00	TBD
8.	SUPER 18'S		HR	\$ 85.00	TBD
	Night differential / Sunday work /MSHA mine sites / high sided end-dumps and trucks hauling big boulders or demolition type material that is two feet in diameter or larger add \$5.00 per hour per truck			\$	
	Trucks working on Mt. Lemmon, add \$7.00 per hour per truck. On jobs requiring Prevailing wages, add \$13.00 per hour per truck.			\$	
	Due to the extra fuel required, trucks hauling to locations outside of Pima County, (except the Oracle Junction area, and South or West of 3 Points), add \$7.00 per hour per truck.			\$	
	When working out of town and our drivers are staying overnight in motels, we will charge \$25.00 per truck per night for drivers subsistence, plus the cost of the motel.			\$	
	To protect us in the future from extremely rising fuel prices, a fuel surcharge of 2% of the hourly or tonnage rate will be added for every 15 cent increase in fuel cost, based on a weekly average price starting at \$3.00 per gallon. Travel time for trucks is portal to portal.			\$	
Total:					\$ TBD

Subcontractor will provide hauling of various construction materials to, from or within contractor's projects, on an as needed basis, as directed by contractor.

Subcontractor may obtain services of other hauling companies to fulfill contractor's hauling requirements.

Subcontractor shall bear all responsibility for all costs associated with providing services under the scope of this contract. Such costs include, but are not limited to: driver training, routine maintenance, repairs, fuel, and operating cost of vehicles. Subcontractor must ensure that all drivers and equipment must meet and comply with all City, State, and Federal requirements. In the event that economic conditions are such that price increases may become necessary, the subcontractor must submit to contractor supporting documents justifying such increases. Any modification of this contract shall be by formal written amendment. Emergency or urgent on call work may be required. Subcontractor may utilize contractor's yard(s) for staging of equipment with prior notification.

When placing an order, contractor will supply subcontractor with a job number. The job number must appear on all invoices and must be individually invoiced by job number pertaining to that project. No minimum or maximum for this contract is given, however, a per project maximum of \$50,000 is set. Separate subcontracts will be written for specific projects that may go over the per project maximum. Work is to be completed on an as needed basis until December 31, 2018 unless sooner terminated, based upon the provisions of this contract. Any modification or extension shall be by formal written amendment.

Together with all authorized changes, this description as clarified by Project plans and specifications constitutes Subcontractor's "Work." When the Subcontractor does not install all material furnished under the subcontract, such material as is not installed is to be delivered F.O.B to the jobsite. The Parties each agree to proceed with the Project and the Work in good faith and in fair dealing. Each Party agrees to promote cooperation between the Parties and all other parties performing Work on the Project.

SECTION 3. SUBMITTALS: 0 copies of complete detailed shop drawings, lists and brochures for architect and/or engineer approval shall be submitted through Contractor office within **N/A** days of the date of this agreement, as well as required material samples and color selections. ALL DRAWINGS REQUIRED OF THE SUBCONTRACTOR MUST BE SUBMITTED FOR APPROVAL OF THE ARCHITECT/ENGINEER THROUGH THE CONTRACTOR'S OFFICE.

SUBCONTRACTOR'S INITIALS _____

DATE _____
Page 94 of 352



1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

12" HDPE

September, 2018

Core Construction

Attn: Jake Thomas

Re: Install 12" HDPE NW Corner of Basin Revised w/Rip Rap

Jake,

Items include labor, materials, and equipment to excavate for piping on finished path and grade areas. Installation of pipe, backfill, regrading of slopes and pathway in effected area, installation of grouted rip rap w/welded wire reinforcement, and dumped 12" rip rap splash pad to basin bottom.

Total requested \$ 6,224.69

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

Core Construction

Job Name:

KE&G Reference Job No.:

Description

Marana PD

170260

Install 12" HDPE at Basin Revised with Grouted Rip Rap

Date:

9/13/2018

Contractor:

KE&G Construction

Bid Item No.:

T&M #'s

LABOR COSTS								Ticket #
Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	
MONTANO RICO, FRANCISCO	84943			\$14.00	\$21.00	\$4.90	\$0.00	1
MOSS, JESSE	37233	6.00		\$18.00	\$27.00	\$6.30	\$145.80	1
CHAVEZ, COREY	28901	6.00		\$16.50	\$24.75	\$5.78	\$133.68	1
CATALAN, VICTOR	36515	4.00		\$15.00	\$22.50	\$5.25	\$81.00	1
MIRANDA, GEORGE	77705	2.00		\$25.50	\$38.25	\$8.93	\$68.86	1
MOSS, JESSE	37233	6.00		\$18.00	\$27.00	\$6.30	\$145.80	2
CHAVEZ, COREY	28901	6.00		\$16.50	\$24.75	\$5.78	\$133.68	2
CATALAN, VICTOR	36515	6.00		\$15.00	\$22.50	\$5.25	\$121.50	2
MONTANO, FRANCISCO	1693	2.00		\$16.00	\$24.00	\$5.60	\$43.20	2
MIRANDA, GEORGE	77705	2.00		\$25.50	\$38.25	\$8.93	\$68.86	2
							\$0.00	
Grout Inlet/outlet							\$0.00	
JORDAN, DANNIE	608	8.00		\$25.00	\$37.50	\$8.75	\$270.00	3
SANTA MARIA, RODERICO	33476	7.00		\$17.00	\$25.50	\$5.95	\$160.65	3
LOPEZ, FRANCISCO	81910	7.00		\$17.00	\$25.50	\$5.95	\$160.65	3
PAXTON, LAWRENCE	27888	7.00		\$16.50	\$24.75	\$5.78	\$155.96	3
GARCIA, MICHAEL	15807	7.00		\$14.00	\$21.00	\$4.90	\$132.30	3
TOTAL:		76.00	0.00					
LABOR TOTAL WITH MARKUP=							\$2,095.23	

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
Articulated Frame Graders	1815			\$70.61	\$13.16	\$0.00	1
Tractor-Loader-Backhoes	4560	6.00		\$43.03	\$8.56	\$258.18	1
On-Highway Light Duty Trucks	858	2.00		\$23.74	\$2.08	\$47.48	1
4-Wd Articulated Wheel Loaders	1636	2.00		\$55.20	\$9.91	\$110.40	1
On-Highway Water Tankers	1131	2.00		\$29.98	\$3.88	\$59.96	1
						\$0.00	
Tractor-Loader-Backhoes	4560	6.00		\$43.03	\$8.56	\$258.18	2
4-Wd Articulated Wheel Loaders	1636	3.00		\$55.20	\$9.91	\$165.60	2
On-Highway Water Tankers	1131	3.00		\$29.98	\$3.88	\$89.94	2
On-Highway Light Duty Trucks	858	2.00		\$23.74	\$2.08	\$47.48	2
Articulated Frame Graders	1815	2.00		\$70.61	\$13.16	\$141.22	2
						\$0.00	
Grouted rip rap						\$0.00	
On-Highway Light Duty Trucks	898	6.00		\$13.81	\$1.59	\$82.86	3
On-Highway Light Duty Trucks	836	6.00		\$22.49	\$1.63	\$134.94	3
Tractor-Loader-Backhoes	4573	6.00		\$43.50	\$8.76	\$261.00	3
		46.00	0.00				
EQUIPMENT TOTAL WITH MARKUP=						\$1,905.83	

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount	
12" HDPE Piping 80lf		\$640.00	4
concrete 2500 cl8 7cy x 85cy	pending	\$595.00	pen.
rock			5
welded wire in grout	5825981	\$240.00	6
MATERIAL PURCHASED WITH MARKUP=		\$1,696.25	

SUBCONTRACTED WORK COSTS

SUBCONTRACTED WORK DESCRIPTION	SUBCONTRACTOR	Invoice #	Invoice Amount	
Haul off spoils from site (2 loads)	typical trucking @ \$81hr		\$243.00	
Haul Rip Rap	typical trucking @ \$81hr	pending	\$162.00	
MARKUP:		0.00%		
SUBCONTRACTOR TOTAL WITH MARKUP=			\$465.75	

FORCE ACCOUNT SUMMARY

Ticket #s

Date:

9/13/2018

Re Cop

Install 12" HDPE at Basin Revised with Grouted Rip Rap

Labor Total		\$2,095.23
Owned Equipment Total		\$1,905.83
Material Total		\$1,696.25
Subcontractor Total		\$465.75
Subtotal		\$6,163.06
Texture Fees	1.000%	\$61.63
Bond	0.00%	\$0.00
Total		\$6,224.69

1



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
 1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
 PHONE (520) 458-9594
 FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Date 9-11 20 18
 Address _____ Job Address _____
 Description of Work 2" Hdpe @ Basin
 Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Jesse Moss		6	
Corey Chavez		6	
Victor Catalan		4	
George Miranda		2	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
4560	Backhoe	6	
1636	loader	2	
1131	Water Truck	2	
858	Pick up	2	
	Sub trucking for haul off 2 loads		

Materials Used	Rate
Excavated trench	
Placed sand (bedding)	
haul excess to stockpile for haul off 2 loads	
Bedding sand	5 TONS
12" HDPE	80 Lf.

I hereby certify that this is a true and correct account of work done on above project.

Signed _____
 For _____ Signed [Signature]

2



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 9-14 2018
Address _____ Job Address _____
Description of Work 12" Hdpe lay pipe backfill, and regrade for path
Work Order No. over pipe P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Jesse Moss		6	
Corey Chavez		6	
Viktor Catalan		6	
Francisco Montano		2	
George Miranda		2	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
4560	Backhoe	6	
1636	loader	3	
1131	water Truck	3	
858	Pick up	2	
1815	Blade	2	

Materials Used	Rate
installed, backfilled, and regraded slope and path around pipe excavation	

I hereby certify that this is a true and correct account of work done on above project.

Signed _____
For _____ Signed [Signature]

**KE&G CONSTRUCTION, INC.**

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

3

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Cove Date 9-19-2018
Address _____ Job Address Bavne + c/b on Adams
Description of Work Ex for Granted Rip Rap and Place
Work Order No. 951044 P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Dannie Jordan	Foreman	8	
Rodrigo Santa Maria	Lead man	7	
Francisco Lopez	Operator	7	
Lawrence D Paxton	Laborer	7	
Michael Garcia	Laborer	7	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
898	2017 Chevy PU	6	
836	2007 Chevy Crew Truck	6	
4573	Backhoe Cat	6	

Materials Used	Rate
Ex for Rip Rap 7CY	
7CY 2500 PSI Concrete	

I hereby certify that this is a true and correct account of work done on above project.

Signed [Signature] Signed _____
For _____

4



KEPNER

MARANA PSF

12"HDPE

Bid Date: 9/13/2018 -

Project Location: MARANA

PLEASE BE AWARE! THE PROPOSED CHINA TARIFF (SECTION 301, LIST 3) MAY AFFECT PRODUCTS OFFERED IN THIS QUOTATION. IF THE TARIFF IS IMPLEMENTED, THE ACTUAL INCREASE IN PRICING WILL BE PASSED ON.

Quote: RM091318D

TakeOff Name: TakeOff 1

Customer: K E & G CONSTRUCTION, INC.

Sales Rep: Andy Lopez

Phone: 520.661.7304

eMail: alopez@danakepner.com

Tucson

1185 West Glenn

Tucson, AZ 85705

Standard Hours: 6:00a to 4:00p Monday through Friday

Phone: 520.624.7180

On Call: 520.631.1179

New Section

New Subsection

Qty	Unit	Description	Price	Total Price
1	80.0 FT	12" X 20' WATERTITE HDPE PIPE	\$8.00	\$640.00
				\$640.00

Total Units: 80.0

Average Cost per FT: \$8.00



EXPECT MORE ... WE DELIVER!*

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer #	Sold To
1001181	1001181
Ship To	Bill To
5368834	1001181



INVOICE 5

Invoice No: 93891022

Invoice Date: 09/17/2018

Invoice Amt: 1,446.40

Invoice Due: 10/17/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Picked Up from Twin Peaks Aggregate Plant

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	78	63323	Free on board	Net due 30 days	10/17/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
09/17/2018	919539	121A	90000007	6 X 13	TON	22.220	16.00	N	355.52
09/17/2018	919652	121A	90000007	6 X 13	TON	22.710	16.00	N	363.36
09/17/2018	919709	121A	90000007	6 X 13	TON	22.780	16.00	N	364.48
09/17/2018	919802	121A	90000007	6 X 13	TON	22.690	16.00	N	363.04

grated
rip rap
Trucking on
separate
back-up

Please include invoice number
on checks & copy of invoices
with adjustments

Total Quantity: 90.40 TON

State & Local Taxes 0.00 %

SUBTOTAL: 1,446.40

Tax : 0.00

Total : 1,446.40

We impose a surcharge of 2.25% on the transaction
amount on all credit card products, which is not greater
than our cost of processing. We do not surcharge on
debit cards.

Thank you for your business!

ORIGINAL

EMIT TO:
CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
JSA



BORDER
CONSTRUCTION SPECIALTIES

8901 E. Pima Center Parkway
Suite 205
Scottsdale, AZ 85258
Ph 877-426-7337 Fax 602-437-2242

INVOICE

Invoice # : INV-5825981

6

Sold To:

KE & G CONSTRUCTION, INC
5100 S ALVERNON WAY
TUCSON 85706

- 3

Ship To:
Marana PD

Delivery method ...: Will Call	Customer account # : 9554
Invoice date: 09/19/2018	SO number: SO-3270627
Due date: 10/19/2018	Customer PO: 170260
Terms of payment : 2%10Net30	Job Number: 170260
Page: 1 of 1	Order taker: Ignacio Nunez
Other information...: PER ISMAEL	Salesperson: Cal Gosia

Item #	Config	Description	Qty	Unit	Wheel	Unit price	Total price
ME1059		1/2"x3-1/2"x10', Black Expansion (700/plt)	30.00	pc	02	2.0500	61.5000
ME1004		5g 1100 Water Base Resin Cure (36/plt)	3.00	pl	02	40.7500	122.2500
BP2398		7'x20', 6-6x8-8 or 6-6xW2.1 Wire Mesh	6.00	sh	02	40.0000	240.0000

Wire in rip rap

Border/Marvel Return Policy
Receipt required for material return or credit. Returns subject to 20% Restocking Fee.
No returns on special order items. No returns after 7 days from Invoice date.
Finance Charge of 1.5% may apply to past-due invoices.

Taxable
423.75

Non-Taxable
0.00

Subtotal.: 423.75
Sales Tax: 36.87
Invoice Total: 460.62

When payment before 9/29/2018, 8.48 USD is granted in cash discount.



3036 East Greenway Road
Phoenix, AZ 85032-4414
Phone: 602-494-0800
Fax: 602-992-0648

RFI

To: Mike Rosso
Architekton
464 South Farmer Ave
Tempe, AZ 85281
Ph: 602-494-0800 Fax: 602-992-0648

RFI #: 186
Date: 6/27/2018
Job:
Phone:

CC:

Subject: Retention Basin

Drawing: NA
Cost Impact: TBD

Spec Section: NA
Schedule Impact: TBD

Request: Per the attached sketch, please confirm we are adding (3) 12" HDPE pipes for water that could potentially come from the north west side of the basin.

Date Required: 6/27/2018

Requested by: Nas Ebrahim

CORE Construction, Inc..

Response:

It is confirmed. Please install the three (3) 12" HDPE Pipes as indicated on plan.



Engineering Department

- ☒ No Exceptions Taken
- ☐ Make Corrections Noted
- ☐ Revise and Resubmit
- ☐ Rejected

BY: RWC & DT / Abacus Date: 06/28/2018

Francis Hemmah

Answered by
EPS Group, Inc.

6/28/18

Company

Date



1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

*RFI 230
Apron / Spillway add*

September, 2018

Core Construction

Attn: Jake Thomas
Re: Change order
RFI 230 apron/Spillway at scupper

Jake,

Items on this ticket reflect the labor materials and equipment for addition of an apron and spillway at the scupper located near the entrance to Parks and Rec Center.

Total requested \$ 1,355.68

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

Core Construction

Job Name:

KE&G Reference Job No.:

Description

Marana PD

170260

Install apron and spillway at scupper RFI 230

Date:

9/24/2018

Contractor:

KE&G Construction

Bid Item No.:

T&M #'s

LABOR COSTS

Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	Ticket #
ORDOVA-ENCINAS, RODOLFO	8819	3.00		\$20.00	\$30.00	\$7.00	\$81.00	1
VALENZUELA, GREGORIO	12634	3.00		\$15.00	\$22.50	\$5.25	\$60.75	1
ORTIZ, RAFAEL	28544	3.00		\$11.00	\$16.50	\$3.85	\$44.55	1
							\$0.00	
ORDOVA-ENCINAS, RODOLFO	8819	4.00		\$20.00	\$30.00	\$7.00	\$108.00	2
VALENZUELA, GREGORIO	12634	6.00		\$15.00	\$22.50	\$5.25	\$121.50	2
ORTIZ, RAFAEL	28544	4.00		\$11.00	\$16.50	\$3.85	\$59.40	2
							\$0.00	
TOTAL:		23.00	0.00					
LABOR TOTAL WITH MARKUP=							\$546.48	

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
On-Highway Light Duty Trucks	1098	2.00		\$25.01	\$2.16	\$50.02	1
On-Highway Light Duty Trucks	803	2.00		\$14.96	\$1.50	\$29.92	1
Tractor-Loader-Backhoes	4573	2.00		\$43.50	\$8.76	\$87.00	1
						\$0.00	
On-Highway Light Duty Trucks	1098	4.00		\$25.01	\$2.16	\$100.04	2
						\$0.00	
		10.00	0.00				
EQUIPMENT TOTAL WITH MARKUP=						\$307.03	

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount
CONCRETE 2500CLB 5CY		\$425.00
MATERIAL PURCHASED WITH MARKUP=		\$488.75

FORCE ACCOUNT SUMMARY

Ticket #s

Date:

9/24/2018

Re Cap

Install apron and spillway at scupper RFI 230

Labor Total		\$546.48
Owned Equipment Total		\$307.03
Material Total		\$488.75
Subcontractor Total		\$0.00
Subtotal		\$1,342.26
Texture Fees	1.000%	\$13.42
Bond	0.00%	\$0.00
Total		\$1,355.68

①



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Date 9-18 20 18
Address Town of Marana - Police Station Job Address Scupper
Description of Work SubGrade and ABC for speeding-out the Scupper and Flatwork
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Rodolfo Cordova	Foreman	3	
Gregoria Valenzuela	Concrete Finisher	3	
Jesús Felix Jr	Carpenter	3	
Rafael Ortiz	Labor	3	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1098	F350 Ford 1999	2	
801	F250 Ford 2004	2	
4573	backhoe	2	

Materials Used	Rate

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A. CORE Signed Rodolfo Cordova
For _____

RFI 230



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010
E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93894597
Invoice Date: 09/19/2018
Invoice Amt: 850.00
Invoice Due: 10/19/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	134	63323	Delivery	Net due 30 days	10/19/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
09/19/2018	920406	111R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	10.000	85.00	N	850.00
09/19/2018	920406	111R	928	TEMPERED WATER	GAL	369.000	0.00	N	0.00
09/19/2018	920406	111R	94000181	TEMPERED WATER SURCHARGE	CY	10.000	0.00	N	0.00
09/19/2018	920406	111R	RM900	RM STANDBY CHARGE	MIN	30.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	1.000	0.00	N	0.00

Spillway/Apron
5cy @ 85cy

\$425.00

Please include invoice number
on checks & copy of invoices
with adjustments

Total Quantity: 10.000

State & Local Taxes 0.00 %

SUBTOTAL: 850.00

We impose a surcharge of 2.25% on the transaction
amount on all credit card products, which is not greater
than our cost of processing. We do not surcharge on
debit cards.

Tax : 0.00

Total : 850.00

EMIT TO:
CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
JSA

Thank you for your business!

ORIGINAL

RFI

To: Mike Rosso
Architekton
464 South Farmer Ave
Tempe, AZ 85281
Ph: 602-494-0800 Fax: 602-992-0648

RFI #: 230
Date: 9/10/2018
Job:
Phone:

CC:

Subject: Sidewalk Scupper Detail

Drawing: C104
Cost Impact: TBD

Spec Section: NA
Schedule Impact: TBD

Request: See attached sketch and photo of the Sidewalk and Scupper location at Lon Adams and the secured lot entrance. The Town and CORE reviewed the existing conditions and both agree that the resolution to avoid the existing new water meter box and the backflow shown in conflict with the sidewalk and scupper per the hand drawn sketch will work. Review attached showing us relocating the sidewalk and scupper per the sketch and adding a concrete apron between the street and the scupper opening and also adding a channel curb from the outlet of the sidewalk scupper to daylight out into the retention area. Please review and confirm.

Date Required: 9/10/2018

Requested by: Nas Ebrahim

CORE Construction, Inc..

Response:



Engineering Department

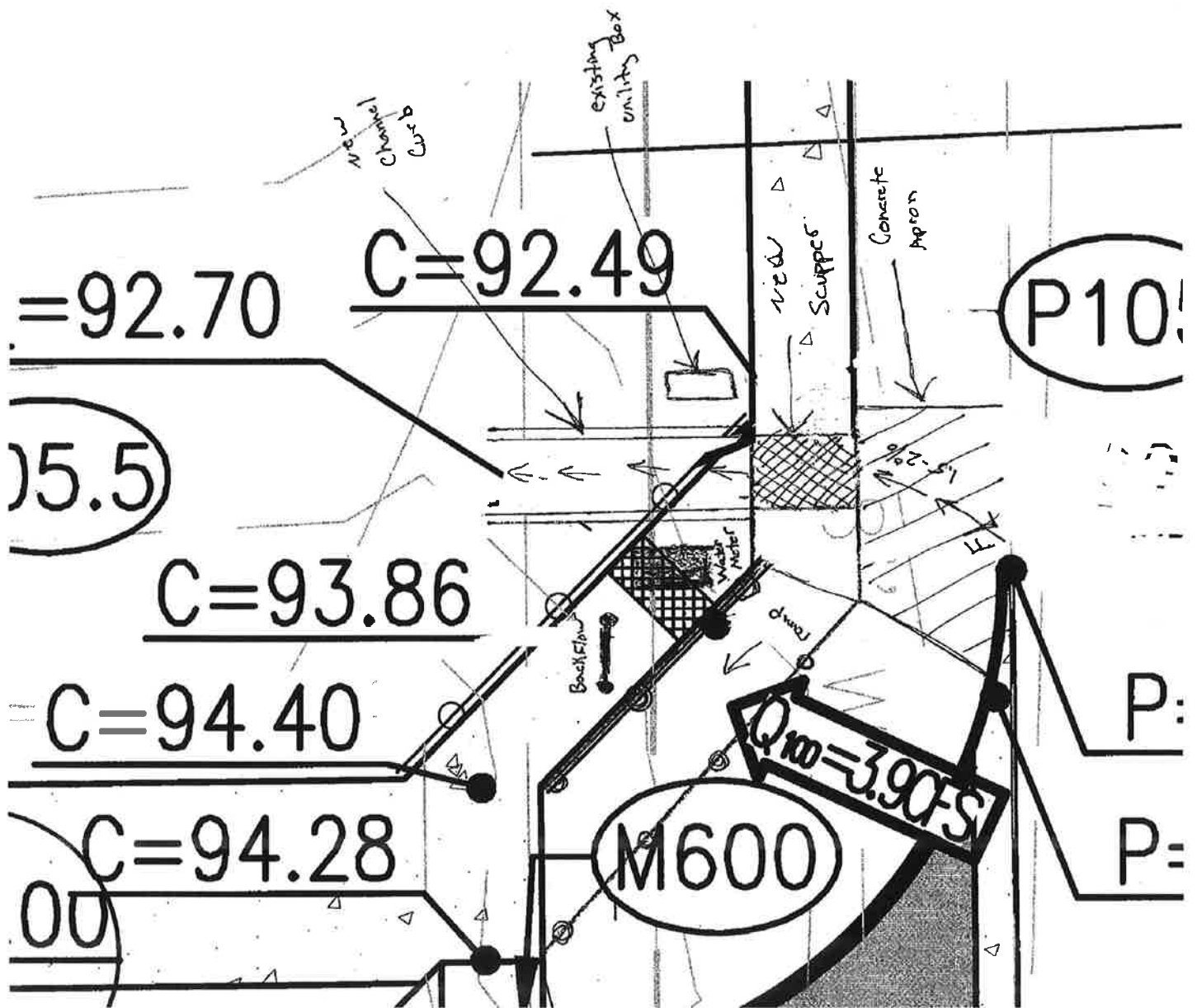
- ☒ No Exceptions Taken
- ☐ Make Corrections Noted
- ☐ Revise and Resubmit
- ☐ Rejected

BY: RWC & DT / Abacus
KS / Town of Marana **Date:** 09/11/2018

Answered by _____

Company _____

Date _____







3036 E. Greenway
Phoenix, AZ 85032
Ph: (602) 494-0800

PENDING CHANGE ORDER No. 1125

To: Rick Carr
Abacus Project Management
3030 North Central Ave, Ste. 803
Phoenix, AZ 85012
Ph: 602-282-4084

From: Mike Marcisz
Date: 12/27/2018
Project: 17-01-010 TOM Police Facility

Below is the detail for our proposal to complete the following changes in contract work:
Cost for removal and rework of the existing parking which was credited back per PCO #1028.

Vendor Name	Description	Amount
JB Steel	Shade Canopy Demolition	\$4,485.00
Sub Total		\$4,485.00
Fee		-
Total		\$4,485.00

Due to the nature of this change and its impact on the current schedule, we would request that an additional 0 day(s) be added to the project's final completion date. Contractor reserves the right to request additional time and extended job cost beyond requested amounts when the actual schedule impact has been determined.

Reviewed By:

Approved By:

Mike Marcisz
CORE Construction

Date

Richard W. Carr, Jr. 04/16/2019

Rick Carr
Abacus Project Management
Owner Half Cent Contingency

Date



3036 E. Greenway
Phoenix, AZ 85032
Ph: (602) 494-0800

PENDING CHANGE ORDER No. 1028

To: Rick Carr
Abacus Project Management
3030 North Central Ave, Ste. 803
Phoenix, AZ 85012
Ph: 602-282-4084

From: Jake Thomas
Date: 3/13/2018
Project: 17-01-010 TOM Police Facility

Below is the detail for our proposal to complete the following changes in contract work:

The removal and rework of the existing Parking is included in Solon's scope of work and was removed from CORE's scope.

Vendor Name	Description	Amount
Park 'n Shade	Deletion of Scope	(\$3,651.50)
Sub Total		(\$3,651.50)
Fee		-
Total		(\$3,651.50)

Due to the nature of this change and its impact on the current schedule, we would request that an additional ___0___ day(s) be added to the project's final completion date. Contractor reserves the right to request additional time and extended job cost beyond requested amounts when the actual schedule impact has been determined.

Reviewed By:

Jake Thomas 3/13/2018
Jake Thomas Date
CORE Construction

Approved By:

Rick Carr 6.19.18
Rick Carr Date
Abacus Project Management

Nasrudin Ebrahim

From: Jake Thomas
Sent: Wednesday, July 11, 2018 8:49 AM
To: Tracy Garrison; Jose Acosta
Cc: Kevin Merrill; Nasrudin Ebrahim; Mike Stecyk
Subject: Parking Canopy Work

Guys,

I still have not been able to get ahold of Russ from Park and Shade, so I think we can just get JB Steel to do it and send us the bill. Do you know who filled in for Edrick so that I can reach out?

Thanks.

Jake Thomas
Project Manager

CORE Construction

3036 East Greenway Road | Phoenix, AZ 85032-4414
P: 602-494-0800 | F: 602-494-9481 | C: 602-332-6912
E: JakeThomas@COREconstruction.com
W: COREconstruction.com

This transmission is intended only for the use of the addressee and may contain information that is confidential. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this transmission is strictly prohibited. If you have received this communication in error, immediately notify the e-mail sender or telephone 602-494-0800, and delete the communication.



J.B. Steel
2850 E. Ganley Road
Tucson, AZ 85706
Phone: (520) 748-8062
Fax: (520) 748-8164

Date: 7/19/2018

Page 1 of 1

CO #: 18

Job #: 1704-13-00
Marana Public Safety Facility

Change Order Request

To: Mike Stecyk
Core Construction Services
3097 W Ina Road
Tucson, AZ 85741
Phone: 520-770-5300
Fax: 520-790-0347

Subject: T&M OT Work WO 7/14/18

Sent Via: E-mail

Description of Change:

Cost to provide Field OT to demo existing Canopies.

Requested by Core Construction on 7/11/18 via email.

The change has added 1 calendar day to the project schedule and will cause an increase of \$4,485.00 to the contract amount.

A signature below indicates acceptance of all changes shown herein. Any work associated with this change will begin upon receipt of a signed copy of this C.O. in our office.

Accepted By

J.B. Steel



J.B. STEEL

2850 E. Ganley Road
Tucson, AZ 85706-4539
Phone: (520) 748-8062
Fax: (520) 748-8164

J.B. STEEL TIME & MATERIAL CHANGE ORDER TRACKING FORM

Project Name: Marana Police

General Contractor: Core

Date: 07/14/18

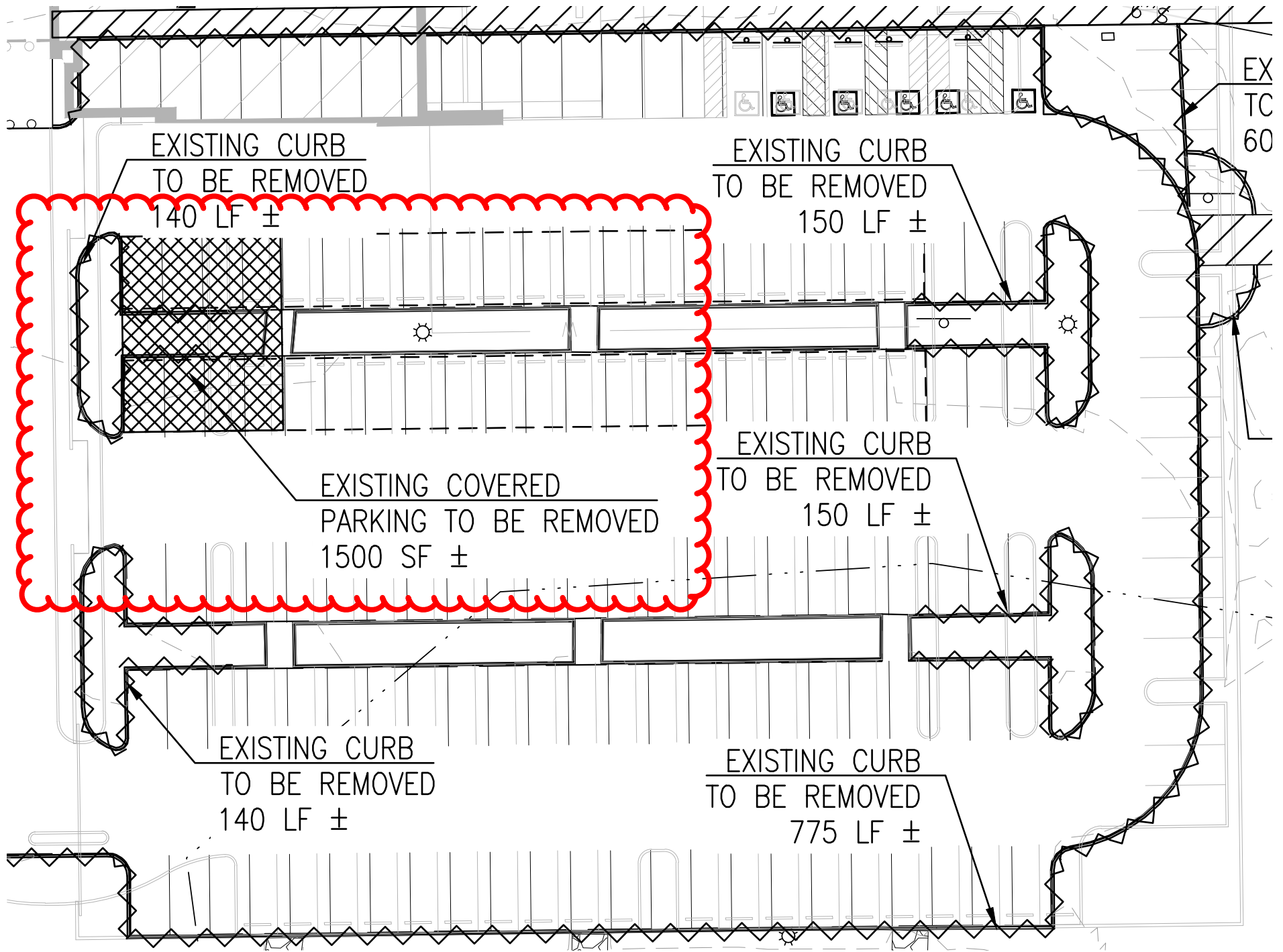
Start Time	End Time	Crew Size	Total Man Hours	Description of Work	Material / Rental Equip.
5:00	1:30	5	40.0	Demo 2 canopies and rework the ends to its original	
				Appearance. Remove scrap metal from site.	

This work was completed on a time and material basis at the direction of an authorized representative of the general contractor.

Jose A.
Authorized Signature

Jose Acosta
Print Name

	SUMMARY				Bid Date: 7/19/2018	
Job Name:	Marana COR #18 - T&M Overtime Work 07/14					
Shop =	0	hrs. @	\$50.00	hr.	\$0.00	
Clean & Paint =	0	hrs. @	\$50.00	hr.	\$0.00	
Detailing =	0	hrs. @	\$65.00	hr.	\$0.00	
Galvanize =	0	lbs. @	\$0.50	/lb	\$0.00	
Field =	0	hrs. @	\$65.00	hr.	\$0.00	
Over Time =	8	hrs. X	5	men @	\$97.50	\$3,900.00
				Total Cost of Mat'l		\$ -
					SUB TOTAL=	\$3,900.00
-----BUYOUTS-----						
JOISTS - from	Vulcraft			tonnage =	0	\$0.00
0'-20' =	0	21'-40' =	0	41'-60' =	0	
	60'+ =	0	Girders =	0		
Total install=	0.00	hrs. @	\$40.00	per hour.....		\$0.00
DECK type =			@	\$0.00	sq. . . .	\$0.00
Number of sq.=	0	install @	2.5	hrs/sq @ \$40.00/hr.=		\$0.00
Wt.per sq.ft=	0	Total Wt.=	0	0	\$30hr det=	\$0.00
DECK type =			@	\$0.00	sq. . . .	\$0.00
Number of sq.=	0	install @	2.5	hrs/sq @ \$40.00/hr.=		\$0.00
Wt.per sq.ft=		Total Wt.=	0	0	\$30hr det=	\$0.00
PAINT Mat'l. =	Std. Shop Primer			sq. feet =	0	
NO. GALLONS REQ'D. =		0	@	\$15.00	gallon =	\$0.00
BOLTS, ANCHORS, WELD STUDS etc.						\$0.00
Overtime =						\$0.00
BUYS Other =						\$0.00
BUYS Other =						\$0.00
BUYS Other =						\$0.00
CRANE & EQUIPMENT						
Crane	0	hours @	\$190.00	/hour.		\$0.00
6K Forklift	0	day @	\$375.00	/day.		\$0.00
Scissor Lift	0	days @	\$300.00	/day.		\$0.00
Man Boom Lift	0	days @	\$150.00	/day.		\$0.00
Extra Welders	0	days @	\$75.00	/day.		\$0.00
					Sub Total=	\$3,900
				15%	mark up =	\$585
Detailing hours:					Stairs	\$0.00
By shop hours		0.00			Trash Gates	\$0.00
By % of project:		13.00			Bollards	\$0.00
	Average:	7	Lot priced items		Ladders	\$0.00
					Railing	\$0.00
					TOTAL	\$4,485





PENDING CHANGE ORDER No. 1204

To: Rick Carr
Abacus Project Management
3030 North Central Ave, Ste. 803
Phoenix, AZ 85012
Ph: 602-282-4084

From: Mike Marcisz
Date: 12/26/2018
Project: 17-01-010 TOM Police Facility

Below is the detail for our proposal to complete the following changes in contract work:

Below is a summary of cost for additional miscellaneous work completed by KE&G per the attached change description.

Vendor Name	Description	Amount	
KE&G	TEP Bollards at Transformer	\$1,810.00	\$905
KE&G	CCTV Sewer Line (video mapping)	\$1,293.00	
KE&G	Firelane Change From 2500 To 4000psi	\$1,225.00	
KE&G	Firelane ABC Under Concrete	\$12,659.54	
KE&G	Firelane 8" Instead of 6, 2" Thickened Edges	\$2,756.00	
KE&G	ABC Under Flatwork	\$27,344.20	
KE&G	Additional Asphalt Patching Beyond Scope 13,306sf	\$53,084.02	\$20,925
KE&G	Courtyard ABC Placement	\$16,501.69	
KE&G	Courtyard Concrete & Materials	\$9,658.31	
KE&G	Scupper Concrete Channel at Entrance Per RFI #230	\$1,355.68	
KE&G	Concrete Spillways Behind Wall Per RFI #210	\$2,381.71	
Sub Total		\$130,069.00	
Fee		-	
Total		\$130,069.00	\$91,070 from Owner Site Contingency

Due to the nature of this change and its impact on the current schedule, we would request that an additional ____ day(s) be added to the project's final completion date. Contractor reserves the right to request additional time and extended job cost beyond requested amounts when the actual schedule impact has been determined.

Reviewed By:

Approved By:

Mike Marcisz
CORE Construction

Date

Rick Carr
Abacus Project Management

Date



1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

BOLLARDS AT TRANSFORMER

Price too high, Should be half (\$905)
from Owner's Site Contingency and
half from GC Site Contingency



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(520) 748-0188
FAX (520) 748-8975

October 2, 2017

Core Construction

Attn: Jake Thomas
Re: TEP Bollards at transformer

Jake,

Please see cost breakdown for Bollards already installed

Materials	\$ 630.00
Labor	\$ 480.00
Equipment	\$ 288.00
Indirects	\$ 176.00
Sub Total	\$ 1574.00
Markup	\$ 236.00
Total	\$1810.00

Should you require additional information please feel free to contact me at 520-748-0188.

Regards
KE&G Construction Inc.,
Mark Campbell,

Project Manager/Estimator
KE&G Construction Inc.
(520) 449-7853 C

cc: File:

Mark Campbell

From: Sharp Structural <sharpstructural@gmail.com>
Sent: Friday, October 20, 2017 6:33 AM
To: Mark Campbell
Subject: Re: FW: TEP Bollards

2 ea TEP fixed bollards \$160.00 ea.
1 ~~removeable~~ add \$60.00

2 320⁰⁰
1 220⁰⁰

On Thu, Oct 19, 2017 at 4:35 PM, Mark Campbell <MCampbell@kegtus.com> wrote:

~~540⁰⁰~~ Total all 3

Mark,

Can you price me out 3 of these TEP Bollards. Painted -primed-stripped. Whatever needs to be done to them.

Thanks,

Mark Campbell,

Project Manager/Estimator

KE&G Construction Inc.

5100 S. Alvernon Way

Tucson, AZ 85706

(520) 748-0188 W

(520) 748-8975 F

(520) 449-7853 C



Please consider the environment before printing this email.



5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

Bid Summary Report

Project Name:	Town Of Marana Public Safety Facility TEP Bollards	Customer:	Core Construction
Job Number:	170260	Bid Number:	17-187
Bid As:	Subcontractor	Billing Address:	3097 W Ina Rd Tucson, AZ 85741
Estimator:	Mark Campbell	Phone:	(520) 790-5413
Project Address:	11555 West Civic Center Drive, Marana, AZ	Contact:	Jake Thomas
Completion Date:			

Cost Summary

	Direct Cost	Indirect Cost	Direct + Indirect	% of Dir. + Ind.	% of Bid Price
Labor	\$480.17	\$0.00	\$480.17	33.54%	26.52%
Equipment	\$288.00	\$0.00	\$288.00	20.12%	15.91%
Materials	\$630.20	\$33.15	\$663.35	46.34%	36.64%
Subcontracted	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Trucking	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Plug	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Total	\$1,398.37	\$33.15	\$1,431.52	100.00%	79.06%

Cost and Markup Summary

	Calculated	Adds/Cuts	Target	Current	Difference
Direct Cost	\$1,398.37	\$0.00	\$1,398.37	\$1,398.37	\$0.00
Indirect Cost	\$33.15	\$0.00	\$33.15	\$176.06	\$142.91
Bond	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Cost	\$1,431.52	\$0.00	\$1,431.52	\$1,574.43	\$142.91
Overhead	\$143.15	\$0.00	\$143.15	\$128.68	(\$14.47)
Profit	\$82.88	\$0.00	\$82.88	\$107.48	\$24.60
Total Markup	\$226.03	\$0.00	\$226.03	\$236.16	\$10.13
Markup %	15.79%		15.79%	15.00%	-0.79%
Margin %	13.64%		13.64%	13.04%	-0.59%
Total Price	\$1,657.55	\$0.00	\$1,657.55	\$1,810.59	\$153.04

Bid vs. Takeoff Summary

	Bid Quantity	Take-off Quantity	Difference
Direct Cost	\$1,398.37	\$1,398.37	\$0.00
Indirect Cost	\$176.06	\$176.06	\$0.00
Bond	\$0.00	\$0.00	\$0.00
Total Cost	\$1,574.43	\$1,574.43	\$0.00
Overhead	\$128.68	\$128.68	\$0.00
Profit	\$107.48	\$107.48	\$0.00
Total Markup	\$236.16	\$236.16	\$0.00
Markup %	15.00%	15.00%	0.00%
Margin %	13.04%	13.04%	0.00%
Total Price	\$1,810.59	\$1,810.59	\$0.00



1601 PASEO SAN LUIS, SUITE 202
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(520) 748-0188
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CCTV SEWER

Town Policy to video new lines, Pima County has their own in house video crew, hence why their policy is written as KE&G indicated, this need to come from GC Site Contingency



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SIERRA VISTA, ARIZONA 85635
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TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

October 19, 2017

Core Construction

Attn: Jake Thomas
Re: Video camera Mapping of new sewer line

Jake,

Please see attached invoice from Pro Pipe for their services regarding the video mapping of new line. The Town decided to request the video as required in Pima County. However, the initial camera service in Pima County is not charged to the contractor. The contractor is only charged for a secondary visit if the lines fail.

Subcontractor	\$1,115.50
Sub Total	\$1,115.50
Markup	\$ 178.00
Total	\$ 1,293.00

Should you require additional information please feel free to contact me at 520-748-0188.

Regards
KE&G Construction Inc.,
Mark Campbell

AZ Lic. ROC # 175953 (A-12)



Hoffman Southwest Corp. dba Pro-Pipe

3190 N. Freeway Industrial Loop Tucson, Az 85705

C: 520-370-9886 | F: 520-741-1726

Rene Pesqueira | Branch Manager

rene.pesqueira@pro-pipe.com

Quote # AZ : 08162017- 66

Page 1 of 1

PROPOSAL SUBMITTED TO: KE&G Construction		DATE 8/15/2017		PHONE 520-748-0188	
STREET (Business address) 5100 S. Alvernon Way		JOB / PROJECT NAME Marana P.D CCTV/GIS			
CITY, STATE AND ZIP CODE Tucson, AZ 85706		JOB LOCATION Marana, AZ			
CONTACT NAME Mark Campbell @ 520-449-7853		EMAIL MCampbell@kegtus.com			

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CCTV Inspection - New 8" Sewer	430	LF	\$0.85	\$365.50
2	GIS Mapping	1	LS	\$750.00	\$750.00
Note	CCTV Quantities are estimated, actual will be invoiced				
	GIS Price is based on a minimum of 5 points(m/h's) additional points will be invoiced				
GRAND TOTAL:					\$1,115.50

EXCLUSIONS (any qualifications to exclusions are in parenthesis)

1	Excavation of Any Kind
2	Environmental/ erosion control/ swppp
3	Permits, licenses and performance bonds
4	Bypass pumping- General Contractor is responsible for diversion of flow during
5	Access- (Owner shall provide adequate access)
6	Mechanical Cleaning or Cleaning beyond normal conditions
7	Traffic Control

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Payment terms: 30 Days of Invoice

Dollars: \$1,115.50

This proposal shall be incorporated into the service contract when Pro Pipe is listed as a subcontractor.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to meet NASCO standards. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry general liability, workman's compensation fund and other necessary insurance. Maximum allowable interest charge on overdue invoices.

Pro Pipe Authorized Signature:

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Requests for additional services beyond the above outlined scope will be submitted by written change order and payment thereof made accordingly.

Date _____ **Customer Signature** _____

_____ **Print name/Title** _____



* 2500psi to 4000psi

1601 PASEO SAN LUIS, SUITE 202
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(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

Firelane
Material Cost
Increases
Sent

September, 2018

Core Construction

Attn: Jake Thomas

Re: Material cost increase after change to 4000psi concrete.

Jake,

Material change and related cost increase. No mark up. There was also no mark up on materials for the Courtyard, as an FYI.

Total requested \$ 1,225.00

Regards,

Mark Campbell,

OK from Owner's Site
Contingency

Mark Campbell

KE& G Construction



EXPECT MORE ... WE DELIVER!*

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer #	Sold To
1001181	1001181
Ship To	Bill To
5368834	1001181



INVOICE

Invoice No: 93870085

Invoice Date: 08/31/2018

Invoice Amt: 1,275.00

Invoice Due: 09/30/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	117	63323	Delivery	Net due 30 days	09/30/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/31/2018	914688	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	7.500	85.00	N	637.50
08/31/2018	914688	118R	928	TEMPERED WATER	GAL	276.750	0.00	N	0.00
08/31/2018	914688	118R	94000181	TEMPERED WATER SURCHARGE	CY	7.500	0.00	N	0.00
08/31/2018	914717	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	7.500	85.00	N	637.50
08/31/2018	914717	118R	928	TEMPERED WATER	GAL	276.750	0.00	N	0.00
08/31/2018	914717	118R	94000181	TEMPERED WATER SURCHARGE	CY	7.500	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	2.000	0.00	N	0.00

Please include invoice number
on checks & copy of invoices
with adjustments

REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

Thank you for your business!

ORIGINAL

Page: 1 OF 2



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93726108

Invoice Date: 05/14/2018

Invoice Amt: 3,680.00

Invoice Due: 06/13/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W CIVIC CENTER DR
MARANA AZ 85653-7002

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	23	63323	Delivery	Net due 30 days	06/13/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
05/14/2018	878965	115R	140204	4000 PSI 1" CL-S ADOT/PAG	CY	10.500	92.00	N	966.00
05/14/2018	878965	115R	928	TEMPERED WATER	GAL	371.700	0.00	N	0.00
05/14/2018	878965	115R	94000181	TEMPERED WATER SURCHARGE	CY	10.500	0.00	N	0.00
05/14/2018	878971	115R	140204	4000 PSI 1" CL-S ADOT/PAG	CY	10.000	92.00	N	920.00
05/14/2018	878971	115R	928	TEMPERED WATER	GAL	354.000	0.00	N	0.00
05/14/2018	878971	115R	94000181	TEMPERED WATER SURCHARGE	CY	10.000	0.00	N	0.00
05/14/2018	878978	115R	140204	4000 PSI 1" CL-S ADOT/PAG	CY	10.500	92.00	N	966.00
05/14/2018	878978	115R	928	TEMPERED WATER	GAL	371.700	0.00	N	0.00
05/14/2018	878978	115R	94000181	TEMPERED WATER	CY	10.500	0.00	N	0.00

Please include invoice number
on checks & copy of invoices
with adjustments

REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

Thank you for your business!

ORIGINAL

Page: 1 OF 2



1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

*ABC under
Firelane*

September, 2018

Sent

Core Construction

Attn: Jake Thomas

Re: Placement of abc under courtyard per TOM direction at Firelane

Jake,

Items on this ticket reflect the labor materials and equipment for material removals to accommodate a 4" layer of ABC under the concrete. Additionally, it includes the hauling of the abc, processing material, transporting material to Firelane, its compaction, fine grading, and the haul off of approximately 240 tons of displaced dirt from the additional excavation. The haul off is estimated from the amount of abc purchased. A typical trucking rate for the haul off was used based on an 8 hr day for 10 loads, which approximates the general trend for hauling times. This work was done in 2 phases, one in May, and the other completing yesterday.

Total requested \$ 12,659.54

**OK from Owner's
Site Contingency**

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

Core Construction
Job Name:
KE&G Reference Job No.:
Description

Marana P0

170260

Excavate for ABC place and compact at firelane

Date:

9/13/2018

Contractor:

KE&G Construction

Bid Item No.:
T&M #'s
LABOR COSTS

Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	Ticket #
BLYTHE, ROBBEE	1073	8.00		\$13.00	\$19.50	\$4.55	\$140.40	A
PURSLEY, DEBRA	31252	8.00		\$15.00	\$22.50	\$5.25	\$162.00	A
GRANILLO, DANIEL	13622	8.00		\$17.00	\$25.50	\$5.95	\$183.60	A
WALLACE, JACOB	55811	8.00		\$17.00	\$25.50	\$5.95	\$183.60	A
SANTA MARIA, FEDERICO	92072	8.00		\$22.00	\$33.00	\$7.70	\$237.60	A
BLYTHE, ROBBEE	1073	8.00		\$13.00	\$19.50	\$4.55	\$140.40	A
PURSLEY, DEBRA	31252	8.00		\$15.00	\$22.50	\$5.25	\$162.00	A
GRANILLO, DANIEL	13622	8.00		\$17.00	\$25.50	\$5.95	\$183.60	A
WALLACE, JACOB	55811	8.00		\$17.00	\$25.50	\$5.95	\$183.60	A
SANTA MARIA, FEDERICO	92072	8.00		\$22.00	\$33.00	\$7.70	\$237.60	A
HERNANDEZ, EDUARDO	1080	6.00		\$12.00	\$18.00	\$4.20	\$97.20	8
MOSS, JESSE	37233	6.00		\$18.00	\$27.00	\$6.30	\$145.80	8
PEREZ, ANGEL	12297	6.00		\$18.50	\$27.75	\$6.48	\$149.88	8
CATALAN, VICTOR	36515	6.00		\$15.00	\$22.50	\$5.25	\$121.50	8
BLYTHE, ROBBEE	1073	6.00		\$13.00	\$19.50	\$4.55	\$105.30	8
MATTICE, TYLER	36111	6.00		\$15.00	\$22.50	\$5.25	\$121.50	B
HERNANDEZ, EDUARDO	1080	4.00		\$12.00	\$18.00	\$4.20	\$64.80	8
HARLOW, ALLEN	2241	4.00		\$15.00	\$22.50	\$5.25	\$81.00	8
PEREZ, ANGEL	12297	4.00		\$18.50	\$27.75	\$6.48	\$99.92	8
CHAVEZ, COREY	28901	4.00		\$16.50	\$24.75	\$5.78	\$89.12	B
MONTANO RICO, FRANCISCO	84943	4.00		\$14.00	\$21.00	\$4.90	\$75.60	B
BLYTHE, ROBBEE	1073	4.00		\$13.00	\$19.50	\$4.55	\$70.20	B
MATTICE, TYLER	36111	4.00		\$15.00	\$22.50	\$5.25	\$81.00	B
CATALAN, VICTOR	36515	4.00		\$15.00	\$22.50	\$5.25	\$81.00	B
MIRANDA, GEORGE	77705	4.00		\$25.50	\$38.25	\$8.93	\$137.72	B
TOTAL:		152.00	0.00					
LABOR TOTAL WITH MARKUP=							\$3,836.33	

OWNER-OPERATED EQUIPMENT COSTS							
EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
Articulated Frame Graders	1818	8.00		\$88.00	\$18.26	\$704.00	A
On-Highway Water Tankers	1131	8.00		\$29.98	\$3.88	\$239.84	A
On-Highway Flatbed Trucks	704	8.00		\$26.09	\$3.06	\$208.72	A
Tractor-Loaders	1639	4.00		\$32.68	\$6.19	\$130.72	A
4-Wd Articulated Wheel Loaders	1636	8.00		\$55.20	\$9.91	\$441.60	A
Single Drum Vibratory Compactors	4049	4.00		\$39.04	\$7.32	\$156.16	A
Articulated Frame Graders	1818	3.00		\$88.00	\$18.26	\$264.00	A
On-Highway Water Tankers	1131	6.00		\$29.98	\$3.88	\$179.88	A
On-Highway Flatbed Trucks	704	8.00		\$26.09	\$3.06	\$208.72	A
4-Wd Articulated Wheel Loaders	1636	2.00		\$55.20	\$9.91	\$110.40	A
Single Drum Vibratory Compactors	4049	6.00		\$39.04	\$7.32	\$234.24	A
4-Wd Articulated Wheel Loaders	1651	6.00		\$72.79	\$14.52	\$436.74	8
Tractor-Loader-Backhoes	4563	6.00		\$42.87	\$8.49	\$257.22	8
Tandem Vibratory Compactors	4047	6.00		\$27.99	\$7.50	\$167.94	8
Articulated Frame Graders	1815	6.00		\$70.61	\$13.16	\$423.66	8
Articulated Frame Graders	1815	4.00		\$70.61	\$13.16	\$282.44	8
4-Wd Articulated Wheel Loaders	1636	4.00		\$55.20	\$9.91	\$220.80	8
Tandem Vibratory Compactors	4047	4.00		\$27.99	\$7.50	\$111.96	8
		101.00	0.00				
EQUIPMENT TOTAL WITH MARKUP=						\$5,495.90	

MATERIAL COSTS			
MATERIAL DESCRIPTION	Invoice #	Invoice Amount	
A8C INC. TRUCKING FROM PLANT (1st section from May)	80435914	\$1,001.87	D
A8C PURCHASE FOR 2nd Section	80481953	\$616.45	E
MATERIAL PURCHASED WITH MARKUP=		\$1,861.07	

SUBCONTRACTED WORK COSTS			
SUBCONTRACTED WORK DESCRIPTION	SUBCONTRACTOR	Invoice #	Invoice Amount
Haul off of dirt = haul in of A8C-- 10 loads	Typical trucking rate 81hr	290236	\$680.00
Haul A8C for second section (6loads)	Typical trucking rate 81hr	6hrs	\$486.00
SUBCONTRACTOR TOTAL WITH MARKUP=		\$1,340.90	

FORCE ACCOUNT SUMMARY

Ticket #s _____ Date: 9/13/2018

Re Cap _____ Excavate for A8C place and compact at firelane

Labor Total		\$3,836.33
Owned Equipment Total		\$5,495.90
Material Total		\$1,861.07
Subcontractor Total		\$1,340.90
Subtotal		\$12,534.20
Texture Fees	1.000%	\$125.34
Bond	0.00%	\$0.00
Total		\$12,659.54



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

(A)

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 5/9/18 20____
Address _____ Job Address _____
Description of Work excavate firelane for ABC
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
1194 Joel Blythe		8	
1312 Debra Pursley		8	
1339 Sammy Granillo		8	
1341 Jacob Wallace		8	
92072 Freddy Santamaria		8	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1818	motor Grader	8	
1131	water Truck	8	
714	crew truck	8	
1639	JD 210	8	
1638	JD 210	8	
1654	950m loader	8	
4049	Compactor	4	

Materials Used	Rate
removed subgrade for 4" ABC	
placed ABC	
Vulcan ABC —	
Trucking —	

I hereby certify that this is a true and correct account of work done on above project.

Signed
For

[Signature]
[Signature]

Signed

[Signature]



KE&G CONSTRUCTION, INC.

(A)

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 5/10-18 20____
Address _____ Job Address _____
Description of Work Fine grade ABC for Firelane
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Joel Blyth		8	
Debra Pursley		8	
Sammy Granillo		8	
Jacob Wallace		8	
Freddy Santa Maria		8	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1818	motor Grader	3	
1131	Water Truck	6	
741	Crew Truck	8	
1636	loader	2	
4049	Compactor	6	

Materials Used	Rate
Final prep for pour on 5/11	
1st Section along W. edge new bld.	

I hereby certify that this is a true and correct account of work done on above project.

Signed [Signature]
For Core

Signed [Signature]



SHIP TO:

MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA, AZ 85653

SOLD TO:

K E & G CONSTRUCTION, INC.
1601 S. Paseo San Luis, Ste 202
TUCSON, AZ 85635

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO: 96110-215527

INVOICE NO: 80435914

INVOICE DATE: 05/07/2018

INVOICE AMT: 1,001.87

ORDER: 352445

DUE DATE: 06/15/2018

Includes trucking

INVOICE

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.				TAXES: ARIZONA PIMA MARANA		PERCENT: 5.60% 0.50% 2.50%		AMOUNT: 26.57 2.37 11.86		SALES TAX: 40.80		TOTAL PRODUCT: 462.37		TOTAL FREIGHT: 486.70		TOTAL OTHER: 12.00		Pay this AMOUNT: \$1,001.87	
TOTAL QUANTITY: 97.34				TOTAL LOADS: 4.00															
SALES REP 11760 Mark Higgins				PO NUMBER 170260		REF		CONTRACT NO.		TAX EXEMPT ID.		TERMS NET15THPROX - Payable in full by the 15th of each month following month of shipment							
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING				FOB									
80435914	05/07/2018	96110-215527	5222-132	MARANA SAND & GRAVEL	352445					DELIVER									
TICKET DETAIL						PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT				
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT				
05/03/2018	14091493	BDR202	TRI STR TRI STR	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	24.21	4.75	T	24.21	5.00	L	1.00	3.00	236.05 3.00				
	14091495	BDR201	TRI STR TRI STR	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	24.40	4.75	T	24.40	5.00	L	1.00	3.00	237.90 3.00				
	14091506	BDR202	TRI STR TRI STR	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	24.45	4.75	T	24.45	5.00	L	1.00	3.00	238.39 3.00				
	14091509	BDR201	TRI STR TRI STR	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	24.28	4.75	T	24.28	5.00	L	1.00	3.00	236.73 3.00				

ABC under Fire lane w/ trucking

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

VULCAN MATERIALS COMPANY AND SUBSIDIARIES
CALMAT CO DBA VULCAN MATERIALS CO



SHIP TO:

MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA, AZ 85653

SOLD TO:

K E & G CONSTRUCTION, INC.
1601 S. Paseo San Luis, Ste 202
TUCSON, AZ 85635

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO: 96110-215527

INVOICE NO: 80481953

INVOICE DATE: 08/31/2018

INVOICE AMT: 1,554.23

ORDER: 352445

DUE DATE: 09/15/2018

INVOICE

*ABC
Purchase
Trucking
separate*

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.			TAXES: ARIZONA PIMA MARANA		PERCENT: 5.60% 0.50% 2.50%	AMOUNT: 80.14 7.16 35.78	SALES TAX: 123.08	TOTAL PRODUCT: 1,389.15	Pay this AMOUNT: \$1,554.23
TOTAL QUANTITY: 292.45		TOTAL LOADS: 14.00				FEES:		TOTAL FREIGHT: 0.00	
								TOTAL OTHER: 42.00	
SALES REP 11760 Mark Higgins		PD NUMBER 170260		REF		CONTRACT NO.		TAX EXEMPT ID.	TERMS NET15THPROX - Payable in full by the 15th of each month following month of shipment
INVOICE # 80481953	INVOICE DATE 08/31/2018	CUSTOMER NUMBER 96110-215527	LOCATION 5222-132	LOCATION MARANA SAND & GRAVEL	DRDER 352445	BILL OF LADING		FOB PICKUP	

TICKET DETAIL						PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
08/28/2018	14102196	99KAS022	STANDARD STANDARD	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	20.36	4.75				L	1.00	3.00	96.71 3.00
	14102197	99KAS021	STANDARD STANDARD	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	21.72	4.75				L	1.00	3.00	103.17 3.00
	14102210	99KAS022	STANDARD STANDARD	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	20.56	4.75				L	1.00	3.00	97.66 3.00
	14102214	99KAS021	STANDARD STANDARD	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	21.48	4.75				L	1.00	3.00	102.03 3.00
	14102226	99KAS022	STANDARD STANDARD	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	20.47	4.75				L	1.00	3.00	97.23 3.00
	14102228	99KAS021	STANDARD STANDARD	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	21.19	4.75				L	1.00	3.00	100.65 3.00
	14102242	99KAS022	STANDARD STANDARD	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	20.03	4.75				L	1.00	3.00	95.14 3.00
	14102244	99KAS021	STANDARD STANDARD	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	21.74	4.75				L	1.00	3.00	103.27 3.00
	14102258	99KAS022	STANDARD STANDARD	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	20.55	4.75				L	1.00	3.00	97.61 3.00

*NO
Trucking
See
additional
Sheet*

VULCAN MATERIALS COMPANY AND SUBSIDIARIES
CALMAT CO DBA VULCAN MATERIALS CO

CONTINUED ON NEXT PAGE

Page 1 of 2

\$ 615.45

(M)

(F)

PO Box 32683
Tucson, AZ 85751



Fax: (520)690-0011
Ph: (520)690-0808
www.DesertTrucking.com

KE&G CONSTRUCTION INC Attn: A/P
1601 PASEO SAN LUIS, STE 202
Sierra Vista, AZ 85635-4781

KE&G-SZ

AUG 28 2018

Tuesday, August 21, 2018

Customer Terms NET 30

Description of Job ABC - VULCAN MARANA MARANA POLICE STATION

State Tax ID: 20-5816819

Invoice # 290236

PO#: 170260

RECEIVED

Ticket DT	Ticket #	Cust Order #	Truck ID#	Loads	Charge Type	# of Units	Amt Per Unit	Sales Tax	Line Total
6/16/2018	293088		APD-316	8	Sim 16	7.50	81.00	0.00	607.50
	200163		ADT-059	9	Sim 16	7.75	81.00	0.00	627.75
8/17/2018	305917		DES-031	8	Sim 16	8.00	81.00	0.00	648.00
	310902		DES-029	7	Sim 16	8.00	81.00	0.00	648.00
TYPICAL 8 LOAD CHARGE						Invoice Sub-total:			2,531.25
						Sales Tax Sub-total:			0.00
						Fuel Surcharge of 0%:			0.00

Dirt haul off
& typical
trucking rate

TOTAL AMOUNT DUE THIS INVOICE: \$2,531.25

THANK YOU

NOTE: Interest will be charged on past due accounts at the rate of 18% per annum.

5

EXISTING
MARANA MUNICIPAL
COMPLEX

EXISTING
MARANA MUNICIPAL
COMPLEX

ABC & extra
material removal
Under Firelane

cut subgrade beyond fg
for washed aggs
contractor
PROPOSED
MARANA POLICE
DEPARTMENT
FACILITY
44,093 SF

contracted firelane

EXISTING PARKING
TO REMAIN

EXISTING
MARANA PARKS
AND RECREATION
BUILDING

LON ADAMS RC
(PUBLIC)



1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

September, 2018

Core Construction

Attn: Jake Thomas

Re: Concrete revision from 7" to 8" with 10" thickened edges.

Jake,

Extra material required to increase to 8" thick and add 10" thick thickened edges on both sides of firelane.

6847sf x .08 thick	20cy
10" thickened edges 578lf	8cy

28 x 92cy 2576.00

Total requested \$ 2,756.00

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

*Firelane
Thickness
increase
Sent*

This item had a detail that came out showing 6" Thick with 8" thickened edges.

Jose directed us per Greg Bennett to go 8" w/ 10" thickened edges.

See Jose for documentation

**OK from Owner's Site
Contingency**



TOWN DIRECTED

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

*ABC under
Flatwork
Sent*

September, 2018

Core Construction

Attn: Jake Thomas

Re: Placement, compaction, and grading abc under flatwork

Jake,

Items on this ticket reflect the labor, equipment, and material to purchase abc, process it in a separate location, pack to work zones with heavy equipment, placing material and compacting it, and additional grading of the surface. (initial grading was done to prepare sg for the abc and was not part of the tickets.)

ABC under flatwork approx. 15,500sf

**OK, From Owner Site
Contingency**

Total requested \$ 27,344.20

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

Core Construction

Job Name:

KE&G Reference Job No.:

Date:

9/13/2018

Contractor:

KE&G Construction

Bid Item No.:

T&M #'s

Description

Place compact grade abc under flatwork, breezeway,north and east of building AND circles.

LABOR COSTS								Ticket #
Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	
ORDOVA-ENCINAS, RODOLF	8819	5.00		\$20.00	\$30.00	\$7.00	\$135.00	1
VALENZUELA, GREGORIO	12634	5.00		\$15.00	\$22.50	\$5.25	\$101.25	1
ORTIZ, RAFAEL	28544	4.00		\$11.00	\$16.50	\$3.85	\$59.40	1
							\$0.00	
ORDOVA-ENCINAS, RODOLF	8819	4.00		\$20.00	\$30.00	\$7.00	\$108.00	2
VALENZUELA, GREGORIO	12634	4.00		\$15.00	\$22.50	\$5.25	\$81.00	2
ORTIZ, RAFAEL	28544	4.00		\$11.00	\$16.50	\$3.85	\$59.40	2
CAMPUZANO, GERONIMO	64090	4.00		\$25.25	\$37.88	\$8.84	\$136.36	2
							\$0.00	
MONTANO RICO, FRANCISCO	84943	6.00		\$14.00	\$21.00	\$4.90	\$113.40	3
HARLOW, ALLEN	2241	6.00		\$15.00	\$22.50	\$5.25	\$121.50	3
PEREZ, ANGEL	12297	6.00		\$18.50	\$27.75	\$6.48	\$149.88	3
VACURA, GREG	32155	6.00		\$18.00	\$27.00	\$6.30	\$145.80	3
MIRANDA, GEORGE	77705	6.00		\$25.50	\$38.25	\$8.93	\$206.58	3
							\$0.00	
ORDOVA-ENCINAS, RODOLF	8819	6.00		\$20.00	\$30.00	\$7.00	\$162.00	4
CAMPUZANO, GERONIMO	64090	5.00		\$25.25	\$37.88	\$8.84	\$170.45	4
VALENZUELA, GREGORIO	12634	5.00		\$15.00	\$22.50	\$5.25	\$101.25	4
ORTIZ, RAFAEL	28544	4.00		\$11.00	\$16.50	\$3.85	\$59.40	4
ORDUNO, JUAN	26122	4.00		\$16.50	\$24.75	\$5.78	\$89.12	4
							\$0.00	
ORDOVA-ENCINAS, RODOLF	8819	5.00		\$20.00	\$30.00	\$7.00	\$135.00	5
VALENZUELA, GREGORIO	12634	4.00		\$15.00	\$22.50	\$5.25	\$81.00	5
CAMPUZANO, GERONIMO	64090	4.00		\$25.25	\$37.88	\$8.84	\$136.36	5
ORTIZ, RAFAEL	28544	5.00		\$11.00	\$16.50	\$3.85	\$74.25	5
TRUJILLO, LUIS	1271	4.00		\$20.00	\$30.00	\$7.00	\$108.00	5
							\$0.00	
ORDOVA-ENCINAS, RODOLF	8819	4.00		\$20.00	\$30.00	\$7.00	\$108.00	6
VALENZUELA, GREGORIO	12634	3.00		\$15.00	\$22.50	\$5.25	\$60.75	6
CAMPUZANO, GERONIMO	64090	2.00		\$25.25	\$37.88	\$8.84	\$68.18	6
TRUJILLO, LUIS	1271	2.00		\$20.00	\$30.00	\$7.00	\$54.00	6
ORTIZ, RAFAEL	28544	3.00		\$11.00	\$16.50	\$3.85	\$44.55	6
							\$0.00	
PEREZ, ANGEL	12297	10.00		\$18.50	\$27.75	\$6.48	\$249.80	7
MONTANO RICO, FRANCISCO	84943	10.00		\$14.00	\$21.00	\$4.90	\$189.00	7
HARLOW, ALLEN	2241	4.00		\$15.00	\$22.50	\$5.25	\$81.00	7
CATALAN, VICTOR	36515	3.00		\$15.00	\$22.50	\$5.25	\$60.75	7
MATTICE, TYLER	36111	5.00		\$15.00	\$22.50	\$5.25	\$101.25	7
BLYTHE, ROBBEE	1073	2.00		\$13.00	\$19.50	\$4.55	\$35.10	7
VACURA, GREG	32155	4.00		\$18.00	\$27.00	\$6.30	\$97.20	7
CHAVEZ, COREY	28901	8.00		\$16.50	\$24.75	\$5.78	\$178.24	7
MIRANDA, GEORGE	77705	8.00		\$25.50	\$38.25	\$8.93	\$275.44	8
HOERNER, TRAVIS	84991	8.00		\$30.00	\$45.00	\$10.50	\$324.00	8
							\$0.00	
PEDRIGO, ISMAEL	1082	4.00		\$20.00	\$30.00	\$7.00	\$108.00	9
PEDRIGO, DAVID	1085	4.00		\$17.00	\$25.50	\$5.95	\$91.80	9
DOMINGUEZ, DANIEL	36588	4.00		\$16.50	\$24.75	\$5.78	\$89.12	9
ARELLANO, JOSE	34704	4.00		\$20.00	\$30.00	\$7.00	\$108.00	9
BURRUEL BARCELO, MARCO	1027	4.00		\$14.50	\$21.75	\$5.08	\$78.32	9
VERDUGO, MARIO	72114	4.00		\$20.00	\$30.00	\$7.00	\$108.00	9
CONTRERAS, JUAN	36232	4.00		\$14.00	\$21.00	\$4.90	\$75.60	9
ISMAEL, CORDERO	36955	4.00		\$16.50	\$24.75	\$5.78	\$89.12	9
							\$0.00	
PEDRIGO, ISMAEL	1082	4.00		\$20.00	\$30.00	\$7.00	\$108.00	10
ORDUNO, JUAN	26122	4.00		\$16.50	\$24.75	\$5.78	\$89.12	10
ARELLANO, JOSE	34704	4.00		\$20.00	\$30.00	\$7.00	\$108.00	10
BURRUEL BARCELO, MARCO	1027	4.00		\$14.50	\$21.75	\$5.08	\$78.32	10
VERDUGO, MARIO	72114	4.00		\$20.00	\$30.00	\$7.00	\$108.00	10
CONTRERAS, JUAN	36232	4.00		\$14.00	\$21.00	\$4.90	\$75.60	10
ISMAEL, CORDERO	36955	4.00		\$16.50	\$24.75	\$5.78	\$89.12	10

							\$0.00	
PEDRIGO, ISMAEL	1082	5.00		\$20.00	\$30.00	\$7.00	\$135.00	11
ORDUNO, JUAN	26122	5.00		\$16.50	\$24.75	\$5.78	\$111.40	11
ARELLANO, JOSE	34704	5.00		\$20.00	\$30.00	\$7.00	\$135.00	11
BURRUEL BARCELO, MARCO	1027	5.00		\$14.50	\$21.75	\$5.08	\$97.90	11
VERDUGO, MARIO	72114	5.00		\$20.00	\$30.00	\$7.00	\$135.00	11
CONTRERAS,JUAN	36232	5.00		\$14.00	\$21.00	\$4.90	\$94.50	11
							\$0.00	
PEDRIGO, ISMAEL	1082	4.00		\$20.00	\$30.00	\$7.00	\$108.00	12
ORDUNO, JUAN	26122	4.00		\$16.50	\$24.75	\$5.78	\$89.12	12
ARELLANO, JOSE	34704	4.00		\$20.00	\$30.00	\$7.00	\$108.00	12
BURRUEL BARCELO, MARCO	1027	4.00		\$14.50	\$21.75	\$5.08	\$78.32	12
CONTRERAS,JUAN	36232	4.00		\$14.00	\$21.00	\$4.90	\$75.60	12
PEDRIGO, ISMAEL	1082	5.50		\$20.00	\$30.00	\$7.00	\$148.50	13
ORDUNO, JUAN	26122	5.50		\$16.50	\$24.75	\$5.78	\$122.54	13
ARELLANO, JOSE	34704	4.50		\$20.00	\$30.00	\$7.00	\$121.50	13
BURRUEL BARCELO, MARCO	1027	4.50		\$14.50	\$21.75	\$5.08	\$88.11	13
VERDUGO, MARIO	72114	4.50		\$20.00	\$30.00	\$7.00	\$121.50	13
CONTRERAS,JUAN	36232	4.50		\$14.00	\$21.00	\$4.90	\$85.05	13
PEREZ, ANGEL	12297	9.00		\$18.50	\$27.75	\$6.48	\$224.82	14
MONTANO RICO, FRANCISCO	84943	9.00		\$14.00	\$21.00	\$4.90	\$170.10	14
FARRELL, CHRISTOPHER	21677	9.00		\$16.50	\$24.75	\$5.78	\$200.52	14
MIRANDA, GEORGE	77705	9.00		\$25.50	\$38.25	\$8.93	\$309.87	14
PEREZ, ANGEL	12297	8.00		\$18.50	\$27.75	\$6.48	\$199.84	15
MONTANO RICO, FRANCISCO	84943	9.00		\$14.00	\$21.00	\$4.90	\$170.10	15
MOSE, JESSE	37233	8.00		\$18.00	\$27.00	\$6.30	\$194.40	15
MIRANDA, GEORGE	77705	8.00		\$25.50	\$38.25	\$8.93	\$275.44	15
							\$0.00	
							\$0.00	
TOTAL:		390.00	0.00	LABOR TOTAL WITH MARKUP=			\$10,885.80	

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
On-Highway Light Duty Trucks	1098	4.00		\$25.01	\$2.16	\$100.04	1
On-Highway Light Duty Trucks	803	4.00		\$14.96	\$1.50	\$59.84	1
Tractor-Loader-Backhoes	4561	5.00		\$76.63	\$16.51	\$383.15	1
On-Highway Water Tankers	1131	5.00		\$29.98	\$3.88	\$149.90	1
						\$0.00	
On-Highway Light Duty Trucks	1098	4.00		\$25.01	\$2.16	\$100.04	2
On-Highway Light Duty Trucks	803	4.00		\$14.96	\$1.50	\$59.84	2
Tractor-Loader-Backhoes	4561	4.00		\$76.63	\$16.51	\$306.52	2
On-Highway Water Tankers	1131	4.00		\$29.98	\$3.88	\$119.92	2
						\$0.00	
Tractor-Loader-Backhoes	4561	6.00		\$76.63	\$16.51	\$459.78	3
4-Wd Articulated Wheel Loaders	1636	6.00		\$55.20	\$9.91	\$331.20	3
On-Highway Water Tankers	1131	6.00		\$29.98	\$3.88	\$179.88	3
						\$0.00	
On-Highway Light Duty Trucks	1098	4.00		\$25.01	\$2.16	\$100.04	4
On-Highway Light Duty Trucks	803	4.00		\$14.96	\$1.50	\$59.84	4
Tractor-Loader-Backhoes	4561	4.00		\$76.63	\$16.51	\$306.52	4
On-Highway Water Tankers	1131	4.00		\$29.98	\$3.88	\$119.92	4
						\$0.00	
On-Highway Light Duty Trucks	1098	4.00		\$25.01	\$2.16	\$100.04	5
On-Highway Light Duty Trucks	803	4.00		\$14.96	\$1.50	\$59.84	5
Tractor-Loader-Backhoes	4561	5.00		\$76.63	\$16.51	\$383.15	5
On-Highway Water Tankers	1131	5.00		\$29.98	\$3.88	\$149.90	5
						\$0.00	
On-Highway Light Duty Trucks	1098	4.00		\$25.01	\$2.16	\$100.04	6
On-Highway Light Duty Trucks	803	4.00		\$14.96	\$1.50	\$59.84	6
Tractor-Loader-Backhoes	4561	4.00		\$76.63	\$16.51	\$306.52	6
On-Highway Water Tankers	1131	4.00		\$29.98	\$3.88	\$119.92	6
						\$0.00	
4-Wd Articulated Wheel Loaders	1651	8.00		\$72.79	\$14.52	\$582.32	7
Articulated Frame Graders	1815	2.00		\$70.61	\$13.16	\$141.22	7
On-Highway Water Tankers	1131	5.00		\$29.98	\$3.88	\$149.90	7
Tandem Vibratory Compactors	4047	1.00		\$27.99	\$7.50	\$27.99	7
On-Highway Light Duty Trucks	858	4.00		\$23.74	\$2.08	\$94.96	8
On-Highway Light Duty Trucks	847	4.00		\$16.07	\$1.90	\$64.28	8
On-Highway Light Duty Trucks	841	4.00		\$23.68	\$2.06	\$94.72	9
On-Highway Flatbed Trucks	709	4.00		\$26.09	\$3.06	\$104.36	9
On-Highway Water Tankers	1131	4.00		\$29.98	\$3.88	\$119.92	9
Tractor-Loader-Backhoes	4561	4.00		\$76.63	\$16.51	\$306.52	9
						\$0.00	
On-Highway Light Duty Trucks	841	4.00		\$23.68	\$2.06	\$94.72	10
On-Highway Flatbed Trucks	709	4.00		\$26.09	\$3.06	\$104.36	10
On-Highway Water Tankers	1131	4.00		\$29.98	\$3.88	\$119.92	10
Tractor-Loader-Backhoes	4561	4.00		\$76.63	\$16.51	\$306.52	10
						\$0.00	

On-Highway Light Duty Trucks	841	5.00		\$23.68	\$2.06	\$118.40	11
On-Highway Flatbed Trucks	709	5.00		\$26.09	\$3.06	\$130.45	11
On-Highway Water Tankers	1131	3.00		\$29.98	\$3.88	\$89.94	11
Tractor-Loader-Backhoes	4561	3.00		\$76.63	\$16.51	\$229.89	11
						\$0.00	
On-Highway Light Duty Trucks	841	4.00		\$23.68	\$2.06	\$94.72	12
On-Highway Flatbed Trucks	709	4.00		\$26.09	\$3.06	\$104.36	12
On-Highway Water Tankers	1131	3.00		\$29.98	\$3.88	\$89.94	12
Tractor-Loader-Backhoes	4561	3.00		\$76.63	\$16.51	\$229.89	12
						\$0.00	
On-Highway Light Duty Trucks	841	5.00		\$23.68	\$2.06	\$118.40	13
On-Highway Flatbed Trucks	709	5.00		\$26.09	\$3.06	\$130.45	13
On-Highway Water Tankers	1131	4.00		\$29.98	\$3.88	\$119.92	13
Tractor-Loader-Backhoes	4561	4.00		\$76.63	\$16.51	\$306.52	13
4-Wd Articulated Wheel Loaders	1651	5.00		\$72.79	\$14.52	\$363.95	14
4-Wd Articulated Wheel Loaders	1636	7.00		\$55.20	\$9.91	\$386.40	14
On-Highway Light Duty Trucks	858	4.00		\$23.74	\$2.08	\$94.96	14
On-Highway Water Tankers	1131	4.00		\$29.98	\$3.88	\$119.92	14
4-Wd Articulated Wheel Loaders	1651	5.00		\$72.79	\$14.52	\$363.95	15
4-Wd Articulated Wheel Loaders	1636	2.00		\$55.20	\$9.91	\$110.40	15
On-Highway Light Duty Trucks	858	4.00		\$23.74	\$2.08	\$94.96	15
On-Highway Water Tankers	1131	4.00		\$29.98	\$3.88	\$119.92	15
						\$0.00	
						\$0.00	
TOTAL:		241.00					
EQUIPMENT TOTAL WITH MARK UP						\$11,321.44	

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount	
A8C 434 ton - - typical material with freight	80433976	\$4,231.50	16
MATERIAL PURCHASED WITH MARKUP=		\$4,866.23	

FORCE ACCOUNT SUMMARY

Ticket #s

Date:

9/13/2018

Re Cap

Place compact grade abc under flatwork, breezeway,north and east of building AND circles.

Labor Total		\$10,885.80
Owned Equipment Total		\$11,321.44
Material Total		\$4,866.23
Subcontractor Total		\$0.00
Subtotal		\$27,073.47
Texture Fees	1.000%	\$270.73
Bond	0.00%	\$0.00
Total		\$27,344.20



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Date 8-27 20 18
Address Town of Marana Police Station Job Address _____
Description of Work sidewalk along N. Entry way both side "ABC"
Work Order No. 951032 P.O. No. _____

Name of Employee	Occupation	Hours	Rate
<u>Rodolfo Cordova</u>	<u>Foreman</u>	<u>5</u>	
<u>Gregorio Valenzuela</u>	<u>Concrete Finisher</u>	<u>5</u>	
<u>Rafael Ortiz</u>	<u>Laborer</u>	<u>4</u>	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
<u>1098</u>	<u>F350 Ford 1999</u>	<u>4</u>	
<u>803</u>	<u>F250 Ford 2004</u>	<u>4</u>	
<u>4581</u>	<u>420 F. Caterpillar 2012 Backhoe</u>	<u>5</u>	
<u>1131</u>	<u>Water truck</u>	<u>5</u>	

Materials Used	Rate
<u>Sidewalk along N. Entry way both side scupper</u>	
<u>we do ABC trucking haul off</u>	

I hereby certify that this is a true and correct account of work done on above project.

Signed _____
For _____

Signed

Rodolfo Cordova



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

2

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core. Date 8-28- 20 18
Address TOWN of marana police station Job Address _____
Description of Work (3) scupper west off Basing- ABC under Scupper
Work Order No. 951032 P.O. No. _____

Name of Employee	Occupation	Hours	Rate
<u>Rodolfo Cardona</u>	<u>Foreman</u>	<u>4</u>	
<u>Geronimo. Campozano</u>	<u>Concrete Finisher</u>	<u>4</u>	
<u>Gregorio. Valenzuela</u>	<u>==</u>	<u>4</u>	
<u>Rafael Ortiz</u>	<u>Labor</u>	<u>4</u>	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
<u>1098</u>	<u>F350. Ford. 1994</u>	<u>4</u>	
<u>803.</u>	<u>F250. Ford. 2004</u>	<u>4</u>	
<u>4581</u>	<u>420. F. cartepillar. 2012. Bachae</u>	<u>4</u>	
<u>1131</u>	<u>Water truck</u>	<u>4</u>	

Materials Used	Rate
<u>3 scupper west off the Basin.</u>	
<u>ABC Compacted.</u>	
<u>ABC. trucking haul off</u>	

I hereby certify that this is a true and correct account of work done on above project.

Signed _____
For _____

Signed

Rodolfo Cardona



ABC
under
Circle

KE&G CONSTRUCTION, INC.

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1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

3

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Date 20
Address Grade/Stone #8 Job Address for Circle's on North side of build.
Description of Work rough grade
Work Order No. 951032 P.O. No.

Name of Employee	Occupation	Hours	Rate
Francisco Martinez		6	
Allan Harlow		6	
Angel Perez		6	
Greg Vacura		6	
George Miranda		6	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
4581	Backhoe	6	
1636	Loader	6	
1157	Water Truck	6	
1157	Water Truck		

Materials Used	Rate
over EX Circle's on North side of building	
ABC Trucking haul off	

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A
For CORE Signed [Signature]

*

added ABC

**KE&G CONSTRUCTION, INC.**

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PHONE (520) 458-9594
FAX (520) 458-2362

4

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Date 9-5 20 18
Address Town of Marana Police Station Job Address _____
Description of Work put ABC on the Circle and sidewalk
Work Order No. 981032 P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Rodolfo Cordova	Foreman	6	
Gerónimo Camporand	Concrete Finisher	5	
Gregorio Valenzuela	Concrete Finisher	5	
Rafael Ortiz	Laborer	4	
Juan Orduño	Carpenter	4	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1098	F350 Ford 1999	4	
803	F250 Ford 2004	4	
4581	420 Backhoe	4	
1131	Water truck	4	

Materials Used	Rate
ABC Grade For Concrete Circle at North side Basin Sidewalk 60' x 8'	

I hereby certify that this is a true and correct account of work done on above project.

Signed _____
For _____

Signed

Rodolfo Cordova



KE&G CONSTRUCTION, INC.

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FAX (520) 458-2362

5

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core. Date 9-6- 20 18
Address TOWN. of Marana Police Station Job Address _____
Description of Work put ABC. ON. the circle.
Work Order No. 951032 P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Rodolfo Cordova	Foreman.	5	
Gregorio Valenzuela	Concrete finisher	4	
Gerónimo Campazano	Concrete Finisher	4	
Rafael Ortiz	Labor	5	
Luis Trujillo	Carpenter	4	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1098	F350. Ford. 1999	4	
803	F250 Ford. 2004	4	
4581	420. F Cartepiller. 2012. Backhoe	5	
1131	Water truck.	5	

Materials Used	Rate
ABC. grade for concrete circle at Basin	

I hereby certify that this is a true and correct account of work done on above project.

Signed _____
For _____

Signed

Rodolfo Cordova



ABC
Circle

KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

6

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 9-7 20 18

Address _____ Job Address _____

Description of Work wr. work on 1 circle 12.5' Radio. set forms for 4" ABC. and pour and

Work Order No. and set forms on the back building P.O. No. 6.5' x 10' and grading \$25.50 per

Name of Employee	Occupation	Hours	Rate
Rodolfo Cordova	foreman	10.4	
Gregorio Valenzuela	concrete finisher	9.3	
Gerardo		8.2	
Luis Trujillo	Carpenter	8.2	
Rafael Ortiz	Labor	9.3	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1098	F350 Ford 1999	4	
803	F250 Ford 2004	4	
4501	Cat backhoe	4	
1131	water truck	4	

Materials Used	Rate

Circle
ABC
cost
only

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A.
For CORE

Signed _____

* over ex + ABC

**KE&G CONSTRUCTION, INC.**

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1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

8

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Date 9-17 20 18
Address Town of Marana Police Sta. Job Address _____
Description of Work place and compact under sidewalk
Work Order No. 951032 P.O. No. _____

Name of Employee	Occupation	Hours	Rate
<u>George Miranda</u>		<u>8</u>	
<u>Travis Hoerner</u>		<u>8</u>	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
<u>858</u>	<u>Ford P/u</u>	<u>8</u>	
<u>847</u>	<u>Chevy P/u</u>	<u>8</u>	

Materials Used	Rate
<u>place and compact on North side of</u>	
<u>Building Between planters</u>	

I hereby certify that this is a true and correct account of work done on above project.

Signed _____

For _____ Signed _____



KE&G CONSTRUCTION, INC.

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1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

9

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 09-06 20 18
Address _____ Job Address _____
Description of Work place abc in breezeway place abc under ramp
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Ismael Pedregal	1082	4	
David Pedregal	1085	4	
Daniel Dominguez	36588	4	
Jose Arellano	34704	4	
Marco Durvel	1027	4	
Mario Verdugo	72114	4	
Juan Contreras	36232	4	
Ismael Cordero	36955	4	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
841	Forma Truck	4	
769	Crew Truck	4	
1131	water truck	4	
4561	backhoe	4	

Materials Used	Rate
4 Tekway truncated dome panels	

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A.
For CORE Signed _____

* ~~over~~ AB for breezeway



KE&G CONSTRUCTION, INC.

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PHONE (520) 458-9594
FAX (520) 458-2362

10

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 09.07 20 18
Address _____ Job Address _____
Description of Work breezway abc & grade
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Ismael Pedregal		4	
Marco Burruel		4	
Mario Verdugo		4	
Jose Arellano		4	
Juan Contreras		4	
Juan Ordune		4	
Ismael Cordoba		4	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
841	Foreman truck	4	
709	crew truck	4	
1131	water truck	4	
4561	Backhoe	4	

Materials Used	Rate

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A.
For CORE Signed _____

* AB only



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LLC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362



DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 09-11 2018
Address _____ Job Address _____
Description of Work breezeway abt place heading east
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Ismael Pedregal		5	
Marco Berruel		5	
Marlo Verdugo		5	
Juan Contreras		5	
Juan Orduno		5	
Jose Arcellano		5	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
841	Truck	5	
709	crew truck	5	
1131	water truck	3	
4561	backhoe	3	

Materials Used	Rate

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A.
For CORE

Signed _____

* AB only

12



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 09-12 2018
Address _____ Job Address _____
Description of Work remove dirt and place abc & compact
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Ismael Pedregro		4	
Mario Burruel		4	
Jose Avellano		4	
Juan Contreras		4	
Juan Orduno		4	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
841	truck	4	
709	crew truck	4	
1131	water truck	3	
4561	backhoe	3	

Materials Used	Rate

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A.
For CORE Signed _____

* AB sidewalks only

13



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 09-19 20 18
Address _____ Job Address _____
Description of Work' place abt along segt walls
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Ismael Redrego		5.5	
Marco Burrue		5.5	
Jose Arellano		4.5	
Joan Contreras		4.5	
Juan Orduno		4.5	
Mario Verdugo		4.5	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
841	Truck	5.8	
709	Crew truck	8.5	
1131	water truck	4	
4561	backhoe	4	

Materials Used	Rate

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A
For COLE Signed _____

* AB under sidewalks only



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

14

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Date 9-18 20 18
Address Town of Marana Police sta. Job Address _____
Description of Work Compact AB under side walk
Work Order No. 951032 P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Angel Perez		9	
Francisco Montano		9	
Christopher Farrell		9	
George Miranda		9	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1651	Gannon	5	
1636	Loader	7	
858	Ford Pk	4	
1131	water Truck	4	

Materials Used	Rate

I hereby certify that this is a true and correct account of work done on above project.

Signed _____
For _____

Signed



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

15

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Date 9-19 20 18
Address Town of Marana Police Sta Job Address _____
Description of Work Place & compact AB for side walk
Work Order No. 951032 P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Angel Perez		8	
Francisco Montano		9	
Jesse Moss		8	
George Miranda		8	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1636	Loader	2	
1651	Cannon	5	
858	Ford Pu	4	
829	Ford Pu	4	

Materials Used	Rate
Sidewalk By Scupper That will Be remove and also By Reconstruct manhole	

I hereby certify that this is a true and correct account of work done on above project.

Signed _____
For _____

Signed [Signature]

SHIP TO:

MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA, AZ 85653

SOLD TO:

K E & G CONSTRUCTION, INC.
1601 S. Paseo San Luis, Ste 202
TUCSON, AZ 85635

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO: 96110-215527
INVOICE NO: 80433976
INVOICE DATE: 04/30/2018
INVOICE AMT: 510.84
ORDER: 352445
DUE DATE: 05/15/2018

INVOICE

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.				TAXES: ARIZONA PIMA MARANA		PERCENT: 5.60% 0.50% 2.50%	AMOUNT: 13.71 1.23 6.12	SALES TAX: 21.06	TOTAL PRODUCT: 238.83		Pay this AMOUNT: \$510.84				
TOTAL QUANTITY: 48.99		TOTAL LOADS: 2.00				FEES:		TOTAL FREIGHT: 244.95							
								TOTAL OTHER: 6.00							
SALES REP 11760 Mark Higgins			PO NUMBER 170260		REF		CONTRACT NO.		TAX EXEMPT ID.		TERMS NET15THPROX - Payable in full by the 15th of each month following month of shipment				
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING			FOB						
80433976	04/30/2018	96110-215527	5222-132	MARANA SAND & GRAVEL	352445				DELIVER						
TICKET DETAIL						PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
04/30/2018	14091078	BDR202	TRI STR TRI STR	16302 ENVFEE	PAG ABC Environmental Fee -Agg & Asphalt	T	24.47	4.75	T	24.47	5.00	L	1.00	3.00	238.58
							24.47			24.47					3.00
	14091084	BDR202	TRI STR TRI STR	66080 ENVFEE	PCWW SEWER SAND Environmental Fee -Agg & Asphalt	T	24.52	5.00	T	24.52	5.00	L	1.00	3.00	245.20
							24.52			24.52					3.00
															248.20
															</

\$ 9.75 ton delivered
typical

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16



1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

September, 2018

Core Construction

Attn: Jake Thomas
Re: Additional Asphalt Patches as Directed

Jake,

Items on this ticket reflect the labor, equipment, materials, and subcontractors used to sawcut, remove asphalt, remove sub grade, purchase and place aggregate base course, purchase and place asphaltic concrete, sub trucking, and sub asphalt installation. The total patch area was 13,302sf, requiring 321 tons of asphalt, and 334 tons of ABC. I did not track the haul off or dump fees for receiving asphalt chunks at the plant. Pricing as shown on the invoices are typical and a formula as shown on each invoice was used to derive their final costs.

Total requested \$ 53,084.02

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

*Asphalt Patching
Additional areas not on
plans as requested by Core*

- Split between Owner and Contractor Site Contingencies
- portion of patching due to Contractor's Use/Need for Construction, portion part of original scope
- \$4,500 Allowance already provided for patching in PCO 1003
- See calculation on Patch Map

Core Construction

Job Name:

KE&G Reference Job No.:

Marana PD

170260

Date:

9/24/2018

Contractor:

KE&G Construction

Bid Item No.:

T&M #'s

Description

sawcut, demo and haul, place abc, grade, pave additional patches as requested in the field

LABOR COSTS**Ticket #**

Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	
HOERNER, TRAVIS	84991	8.00		\$30.00	\$45.00	\$10.50	\$324.00	1
VACURA,GREG	32155	8.00		\$18.00	\$27.00	\$6.30	\$194.40	1
MOSS, JESSE	37233	8.00		\$18.00	\$27.00	\$6.30	\$194.40	1
SIMPSON,KEVIN	37112	8.00		\$18.00	\$27.00	\$6.30	\$194.40	1
HERNANDEZ, FRANCISCO	92975	4.00		\$20.00	\$30.00	\$7.00	\$108.00	1
RECINOS, SAMUEL	96811	4.00		\$20.00	\$30.00	\$7.00	\$108.00	1
							\$0.00	
Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	
HOERNER, TRAVIS	84991	8.00		\$30.00	\$45.00	\$10.50	\$324.00	2
VACURA,GREG	32155	8.00		\$18.00	\$27.00	\$6.30	\$194.40	2
MOSS, JESSE	37233	8.00		\$18.00	\$27.00	\$6.30	\$194.40	2
SIMPSON,KEVIN	37112	8.00		\$18.00	\$27.00	\$6.30	\$194.40	2
							\$0.00	
HOERNER, TRAVIS	84991	8.00		\$30.00	\$45.00	\$10.50	\$324.00	3
VACURA,GREG	32155	8.00		\$18.00	\$27.00	\$6.30	\$194.40	3
MOSS, JESSE	37233	8.00		\$18.00	\$27.00	\$6.30	\$194.40	3
SIMPSON,KEVIN	37112	8.00		\$18.00	\$27.00	\$6.30	\$194.40	3
							\$0.00	
HOERNER, TRAVIS	84991	5.00		\$30.00	\$45.00	\$10.50	\$202.50	4
VACURA,GREG	32155	8.00		\$18.00	\$27.00	\$6.30	\$194.40	4
MOSS, JESSE	37233	5.00		\$18.00	\$27.00	\$6.30	\$121.50	4
SIMPSON,KEVIN	37112	8.00		\$18.00	\$27.00	\$6.30	\$194.40	4
							\$0.00	
HOERNER, TRAVIS	84991	8.00		\$30.00	\$45.00	\$10.50	\$324.00	5
VACURA,GREG	32155	10.00		\$18.00	\$27.00	\$6.30	\$243.00	5
MOSS, JESSE	37233	10.00		\$18.00	\$27.00	\$6.30	\$243.00	5
SIMPSON,KEVIN	37112	10.00		\$18.00	\$27.00	\$6.30	\$243.00	5
							\$0.00	
HOERNER, TRAVIS	84991	2.00		\$30.00	\$45.00	\$10.50	\$81.00	6
VACURA,GREG	32155	2.00		\$18.00	\$27.00	\$6.30	\$48.60	6
MOSS, JESSE	37233	2.00		\$18.00	\$27.00	\$6.30	\$48.60	6
COATES,WYATT	26995	2.00		\$18.00	\$27.00	\$6.30	\$48.60	6
TOTAL:		176.00	0.00					
LABOR TOTAL WITH MARKUP=							\$5,669.73	

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
On-Highway Light Duty Trucks	847	8.00		\$16.07	\$1.90	\$128.56	1
Articulated Frame Graders	1819	8.00		\$88.00	\$18.26	\$704.00	1
4-Wd Articulated Wheel Loaders	1651	8.00		\$72.79	\$14.52	\$582.32	1
Tractor-Loader-Backhoes	4561	8.00		\$76.63	\$16.51	\$613.04	1
						\$0.00	
On-Highway Light Duty Trucks	847	8.00		\$16.07	\$1.90	\$128.56	2
4-Wd Articulated Wheel Loaders	1651	8.00		\$72.79	\$14.52	\$582.32	2
Tractor-Loader-Backhoes	4561	8.00		\$76.63	\$16.51	\$613.04	2
On-Highway Water Tankers	1157	8.00		\$30.65	\$4.17	\$245.20	2
						\$0.00	
4-Wd Articulated Wheel Loaders	1651	8.00		\$72.79	\$14.52	\$582.32	3
Articulated Frame Graders	1819	8.00		\$88.00	\$18.26	\$704.00	3
Tractor-Loader-Backhoes	4561	8.00		\$76.63	\$16.51	\$613.04	3
On-Highway Light Duty Trucks	847	8.00		\$16.07	\$1.90	\$128.56	3
						\$0.00	
On-Highway Light Duty Trucks	847	4.00		\$16.07	\$1.90	\$64.28	4
Articulated Frame Graders	1815	8.00		\$70.61	\$13.16	\$564.88	4
4-Wd Articulated Wheel Loaders	1651	8.00		\$72.79	\$14.52	\$582.32	4
On-Highway Water Tankers	1131	8.00		\$29.98	\$3.88	\$239.84	4
						\$0.00	
On-Highway Light Duty Trucks	847	8.00		\$16.07	\$1.90	\$128.56	5
Articulated Frame Graders	1815	8.00		\$70.61	\$13.16	\$564.88	5
4-Wd Articulated Wheel Loaders	1651	8.00		\$72.79	\$14.52	\$582.32	5
Tractor-Loader-Backhoes	4561	6.00		\$76.63	\$16.51	\$459.78	5
On-Highway Water Tankers	1131	8.00		\$29.98	\$3.88	\$239.84	5
						\$0.00	
On-Highway Light Duty Trucks	847	2.00		\$16.07	\$1.90	\$32.14	6
4-Wd Articulated Wheel Loaders	1651	2.00		\$72.79	\$14.52	\$145.58	6
On-Highway Water Tankers	1131	2.00		\$29.98	\$3.88	\$59.96	6
Tractor-Loader-Backhoes	4573	2.00		\$43.50	\$8.76	\$87.00	6
TOTAL:		170.00					
EQUIPMENT TOTAL WITH MARK UP						\$10,782.79	

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount	
Pag 2 Asphalt 321 ton	80487352	\$17,344.00	7
ABC 343 ton	80484610	\$3,344.25	8
MATERIAL PURCHASED WITH MARKUP=		\$23,791.49	

SUBCONTRACTED WORK COSTS

SUBCONTRACTED WORK DESCRIPTION	SUBCONTRACTOR	Invoice #	Invoice Amount	
AC Patchwork	Lee's Asphalt	6643	\$5,829.00	9
Haul Asphalt	Sierra Mining	135382	\$4,879.20	10
MARKUP:		0.00%		
SUBCONTRACTOR TOTAL WITH MARKUP=			\$12,314.43	

FORCE ACCOUNT SUMMARY

Ticket #s	Date:	9/24/2018
Re Cap	sawcut, demo and haul, place abc, grade, pave additional patches as requested in the field	
Labor Total		\$5,669.73
Owned Equipment Total		\$10,782.79
Material Total		\$23,791.49
Subcontractor Total		\$12,314.43
Subtotal		\$52,558.44
Texture Fees	1.000%	\$525.58
Bond	0.00%	\$0.00
Total		\$53,084.02



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

1

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Construction Date 8-15 20 18
Address Marana PD Municipal Job Address _____
Description of Work Saw cutting the patches removal curb, asphalt
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Travis Hoerner	Foreman	8	
Greg Vacuna	Operator	8	
Jesse Moss	operator	8	
Kevin Simpson	operator	8	
Francisco Hernandez	labor	4	
Samuel Reinas	Labor	4	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
847	Chow pickup	8	
1819	1401 CAT Blade	8	
1851	John Deere Granner	8	
4581	Cat Back Hoe	8	

Materials Used	Rate
Remove Curb 11' southwest corner by Hydrant	
Remove AC 2847 sq ft extra patches	
Saw cut 150 ft saw cutting extra patches	
Subgrade prep under extra patches 2,847 sq	

I hereby certify that this is a true and correct account of work done on above project.

Signed
For

[Signature]

Signed

[Signature] Core

2



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Cone Construction Date 8-17 20 18
Address _____ Job Address _____
Description of Work Grading parking lot Xmas AC removal, subgrade.
Work Order No. Haul off JAB, P.O. No. _____

Name of Employee	Occupation	Hours	Rate
<u>Travis Auer</u>	<u>Foreman</u>	<u>8</u>	
<u>Greg Urcina</u>	<u>operator</u>	<u>8</u>	
<u>Desse Mars</u>	<u>operator</u>	<u>8</u>	
<u>Kevin Simpson</u>	<u>operator</u>	<u>8</u>	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
<u>817</u>	<u>cherry pr.</u>	<u>8</u>	
<u>7651</u>	<u>John Deere Gomm</u>	<u>8</u>	
<u>4581</u>	<u>Cat Back Hoe</u>	<u>8</u>	
<u>1157</u>	<u>End water Truck</u>	<u>8</u>	
<u>031</u>	<u>Simple 16 Desert Trk</u>	<u>8</u>	
<u>009</u>	<u>Super 16 Desert Trk</u>	<u>8</u>	

Materials Used	Rate
<u>Grading patch work South West corner of Building</u>	
<u>ac Hall off Bae hall AB, Remove subgrade</u>	
<u>compact and Finish grade.</u>	
<u>AB 8 lds</u>	
<u>AC, Dirt Hall off 7 lds</u>	

I hereby certify that this is a true and correct account of work done on above project.

Signed Travis Auer
For _____

Signed 514 Auer

3



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Construction Date 8.26.18 20
Address _____ Job Address _____
Description of Work GC Removal subgrade prep Haul off stone
Work Order No. patch work, TH P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Travis Hoerner	Foreman	8	
Greg Uecker	operator	8	
Jesse Moss	operator	8	
Kevin Simpson	operator	8	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1651	John Deere Cannon	8	
1819	140 Cat Blade	8	
7581	Cat 420 Backhoe	8	
847	Chevy pickup	8	

Materials Used	Rate
AC Patch Domo and grading 610.04 sy	
Desert Trucking Hauling off AC patch	
Back haul AB. 8 lds. off asphalt Haul	
Off	
* Track dirt haul off from patches	

I hereby certify that this is a true and correct account of work done on above project.

Signed
For

Travis Hoerner

Signed

Greg Uecker

4



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Con Construction Date 8-20-2018
Address _____ Job Address _____
Description of Work grading patch work placing AB
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Timothy Hecman	Foreman	8.5	
Corey Vazura	Operator	8	
Jesus Moss	Operator	8.5	
Kevin Simpson	Operator	8	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
847	Cherry P.C.	4	
1815	cat Blade 1-103	8	
1651	Operator with Blade	8	
1157	water Truck	8	

Materials Used	Rate
grading patch work placing and compacting AB 20 tons	

I hereby certify that this is a true and correct account of work done on above project.

Signed [Signature]
For _____

Signed [Signature]

5



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Construction Date 9-22 2018
Address Manan Rd Job Address _____
Description of Work patch work grading
Work Order No. _____ P.O. No. 170260

Name of Employee	Occupation	Hours	Rate	
<u>Travis Boerner</u>	<u>Foreman</u>	<u>8</u>		
<u>Greg Vancut</u>	<u>operator</u>	<u>10</u>		
<u>Jesse Moss</u>	<u>operator</u>	<u>10</u>		
<u>Kenn Simpson</u>	<u>operator</u>	<u>10</u>		

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate	
<u>847</u>	<u>Cherry P.U.</u>	<u>8</u>		
<u>1815</u>	<u>CAT 140 G Blade</u>	<u>10</u>		
<u>1651</u>	<u>John Deere Commish</u>	<u>10</u>		
<u>4581</u>	<u>CAT Back Haul</u>	<u>10</u>		
<u>1157</u>	<u>Front Water Truck</u>	<u>8</u>		

Materials Used	Rate	
<u>patch work grading (Subgrade) compacting</u>		
<u>place AP, compact.</u>		
<u>haul off excess dirt, asphalt</u>		

I hereby certify that this is a true and correct account of work done on above project.

Signed Travis Boerner
For _____

Signed Greg Vancut

**KE&G CONSTRUCTION, INC.**

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
 1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
 PHONE (520) 458-9594
 FAX (520) 458-2362

6**DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS**

Firm Core Construction Date 9.27 20 18
 Address Marana Rd Job Address _____
 Description of Work patch work grading
 Work Order No. _____ P.O. No. 178200

Name of Employee	Occupation	Hours	Rate
Tamir Horner	Barman	8	2
Greg Vicens	operator	8.5	2
Jesse Moss	operator	8.5	2
Wyatt Coates	grade checker	8.5	2
Patches			

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
847	Cherry Pulp	8	2
1651	John Deere Gannan	8	2
1159	Ford water Truck	8	2
4573	C&A Bee Haul	8	2

Materials Used	Rate
Grading for patches (AB)	
Grading for concrete sidewalk in court	
1 yd concrete pour 8:30 @ yds	
Side walk over X and grading (sub grade) at entrance	

I hereby certify that this is a true and correct account of work done on above project.

Signed
For

Tamir Horner

Signed

Greg Vicens



SHIP TO:

MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA, AZ 85653

SOLD TO:

K E & G CONSTRUCTION, INC.
1601 S. Paseo San Luis, Ste 202
TUCSON, AZ 85635

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO: 96110-215527

INVOICE NO: 80487352

INVOICE DATE: 09/17/2018

INVOICE AMT: 10,134.53

ORDER: 352445

DUE DATE: 10/15/2018

INVOICE

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.					TAXES:		PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	Pay this AMOUNT:				
					ARIZONA		5.60%	522.59	802.55		9,307.98	\$10,134.53			
					PIMA		0.50%	46.66		TOTAL FREIGHT:	0.00				
					MARANA		2.50%	233.30	FEES:		TOTAL OTHER:		24.00		
TOTAL QUANTITY:		TOTAL LOADS:													
172.37		8.00													
SALES REP			PO NUMBER			REF			CONTRACT NO.		TAX EXEMPT ID.		TERMS		
11760 Mark Higgins			170260										NET15THPROX - Payable in full by the 15th of each month following month of shipment		
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING			FOB						
80487352	09/17/2018	96110-215527	5222-211	MARANA HMA	352445				PICKUP						
TICKET DETAIL						PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
09/13/2018	17834045	99SHA021	TRI STR	31155N	PAG 2 Arterial	T	20.14	54.00				L	1.00	3.00	1,087.56
			TRI STR	ENVFEE	Environmental Fee -Agg & Asphalt										3.00
	17834046	99SHA017	STANDARD	31155N	PAG 2 Arterial	T	23.96	54.00				L	1.00	3.00	1,293.84
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										3.00
	17834047	99AM026	STANDARD	31155N	PAG 2 Arterial	T	20.26	54.00				L	1.00	3.00	1,094.04
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										3.00
	17834050	99SHA021	TRI STR	31155N	PAG 2 Arterial	T	19.99	54.00				L	1.00	3.00	1,079.46
			TRI STR	ENVFEE	Environmental Fee -Agg & Asphalt										3.00
	17834051	99SHA017	STANDARD	31155N	PAG 2 Arterial	T	23.97	54.00				L	1.00	3.00	1,294.38
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										3.00
	17834052	99AM026	STANDARD	31155N	PAG 2 Arterial	T	20.34	54.00				L	1.00	3.00	1,098.36
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										3.00
	17834054	99SHA021	TRI STR	31155N	PAG 2 Arterial	T	20.17	54.00				L	1.00	3.00	1,089.18
			TRI STR	ENVFEE	Environmental Fee -Agg & Asphalt										3.00
	17834055	99SHA017	STANDARD	31155N	PAG 2 Arterial	T	23.54	54.00				L	1.00	3.00	1,271.16
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										3.00

VULCAN MATERIALS COMPANY AND SUBSIDIARIES
CALMAT CO DBA VULCAN MATERIALS CO

*Typical
Per ton
pricing*



SHIP TO:

MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA, AZ 85653

SOLD TO:

K E & G CONSTRUCTION, INC.
1601 S. Paseo San Luis, Ste 202
TUCSON, AZ 85635

To ensure proper credit, please include remittance or
list invoice numbers on your check remittance and
send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO: 96110-215527

INVOICE NO: 80484610

INVOICE DATE: 09/10/2018

INVOICE AMT: 1,488.37

ORDER: 352445

DUE DATE: 10/15/2018

INVOICE

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES: ARIZONA PIMA MARANA	PERCENT: 5.60% 0.50% 2.50%	AMOUNT: 39.47 3.52 17.62	SALES TAX: 60.61	TOTAL PRODUCT: 686.81	Pay this AMOUNT: \$1,488.37
TOTAL QUANTITY: 144.59	TOTAL LOADS: 6.00			FEES:		TOTAL FREIGHT: 722.95	
						TOTAL OTHER: 18.00	

SALES REP		PO NUMBER		REF		CONTRACT NO.		TAX EXEMPT ID.		TERMS
11760 Mark Higgins		170260								NET15THPROX - Payable in full by the 15th of each month following month of shipment
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING		FOB		
80484610	09/10/2018	96110-215527	5222-132	MARANA SAND & GRAVEL	352445			DELIVER		

TICKET DETAIL										PRODUCT		FREIGHT		ADDED CHARGES		AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE		
09/06/2018	14102771	BDR207	TRI STR	16302	PAG ABC	T	23.72	4.75	T	23.72	5.00	L	1.00	3.00		231.27
			TRI STR	ENVFEE	Environmental Fee -Agg & Asphalt											3.00
	14102781	BDR207	TRI STR	16302	PAG ABC	T	24.20	4.75	T	24.20	5.00	L	1.00	3.00		235.95
			TRI STR	ENVFEE	Environmental Fee -Agg & Asphalt											3.00
	14102788	BDR207	TRI STR	16302	PAG ABC	T	24.16	4.75	T	24.16	5.00	L	1.00	3.00		235.56
			TRI STR	ENVFEE	Environmental Fee -Agg & Asphalt											3.00
	14102798	BDR207	TRI STR	16302	PAG ABC	T	23.98	4.75	T	23.98	5.00	L	1.00	3.00		233.81
			TRI STR	ENVFEE	Environmental Fee -Agg & Asphalt											3.00
	14102804	BDR207	TRI STR	16302	PAG ABC	T	24.28	4.75	T	24.28	5.00	L	1.00	3.00		236.73
			TRI STR	ENVFEE	Environmental Fee -Agg & Asphalt											3.00
	14102812	BDR207	TRI STR	16302	PAG ABC	T	24.25	4.75	T	24.25	5.00	L	1.00	3.00		236.44
			TRI STR	ENVFEE	Environmental Fee -Agg & Asphalt											3.00

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

Typical Material

ABC delivered

9.75 ton

343 ton @ 9.75 \$3344.25

VULCAN MATERIALS COMPANY AND SUBSIDIARIES
CALMAT CO DBA VULCAN MATERIALS CO

13,302 sf patch
ABC @ 6" deep

443 tons

Lee's Asphalt, Inc.
2640 E. Ganley
Tucson, AZ 85706

9 Invoice
Invoice Number
6643

Invoice Date
9/14/18

Voice: (520) 294-0421
Fax: (520) 294-0448

Page:
1

Sold To:

KE&G CONSTRUCTION
Attn: A/P
1601 S. PASEO SAN LUIS, STE 20
SIERRA VISTA, AZ 85635-4781

SHIP TO / JOB LOCATION:

TOWN OF MARANA PUBLIC SAFETY
JOB # 170260-S007

PH # 748-0188

Customer ID: KEGC

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 30 Days		10/14/18

Description	Amount
AS REQUESTED BY MARK:	
SUPPLY PAVING EQUIPMENT AND CREW TO INSTALL AC PAVING 3" IN PARKING AREAS + 4" IN DRIVE AREAS @ OLD PRICE FROM 11-2017. \$ 450.00 PORT TO PORT	
09-07-18 5:A.M. - 4:00 P.M. 11 HOURS, 12 LOADS, +/- 250 TONS	
09-13-18 6: A.M. - 3:30 P.M. 9.5 HOURS, 9 LOADS, +/- 180 TONS	
09-14-18 6: A.M. - 4:00 P.M. 10 HOURS, 11 LOADS +/- 250 TONS	
TOTALS: 30.5 HOURS, 32 LOADS, +/- 1,680 TONS	
30.5 HOURS @ \$ 450.00 =	13,725.00
AS REQUESTED BY MARK CAN LEE'S GIVE ANY DISCOUNT AS THIS PROJECT IS WAY OVER BUDGET:	
DISCOUNT 10%	-1,372.50
<p>project total 680 ton $\\$12,352.50 / 680 = 18.16 \text{ ton}$ Patchwork 13,302 sf 321 ton $321 \times 18.16 = \\$5829.00$ Sub Labor & Equip $\\$5829.00$</p>	

Subtotal	12,352.50
Sales Tax	
Total Invoice Amount	12,352.50
Payment Received	
TOTAL	12,352.50

We will add finance charges on invoices more than 30 days overdue.

Sierra Mining & Crushing LLC

PO Box 22110
Tucson, AZ 85734

INVOICE

Date	Invoice #
9/11/2018	135382

Bill To
K E & G Construction, Inc 3949 E. Irvington Road Tucson, AZ 85714

Ship To

P.O. No.	Terms	Due Date	Project
170260	30 Days	10/11/2018	

Service Date	Ticket #	Truck #	Qty	Description	Rate	Amount
9/7/2018	TT	15	10.25	Hauling-Delivery 15	80.00	820.00
9/7/2018	TT	19	10	Hauling-Delivery 19	80.00	800.00
9/7/2018	TT	21	10.5	Hauling-Delivery 21	80.00	840.00
9/7/2018	TT	24	10.5	Hauling-Delivery 24	80.00	840.00
9/7/2018	TT	124	6.25	Hauling-Delivery Garrett Hudson Trucking	80.00	500.00
				Pima County Sales Tax	6.10%	0.00
<p>250 tons on 9/7 $\\$3800 \div 250 = \\15.20 ton Rate established 15.20 ton Total patch tonnage 321 $321 \cdot 15.20 = \\$4879.20$</p>						

Customer agrees to pay late charges on past due balance of 2% per month or the maximum rate allowed in state; and further agrees to pay reasonable attorney's fees and costs if collection is required.	Total	\$3,800.00
	Payments/Credits	\$0.00
	Balance Due	\$3,800.00

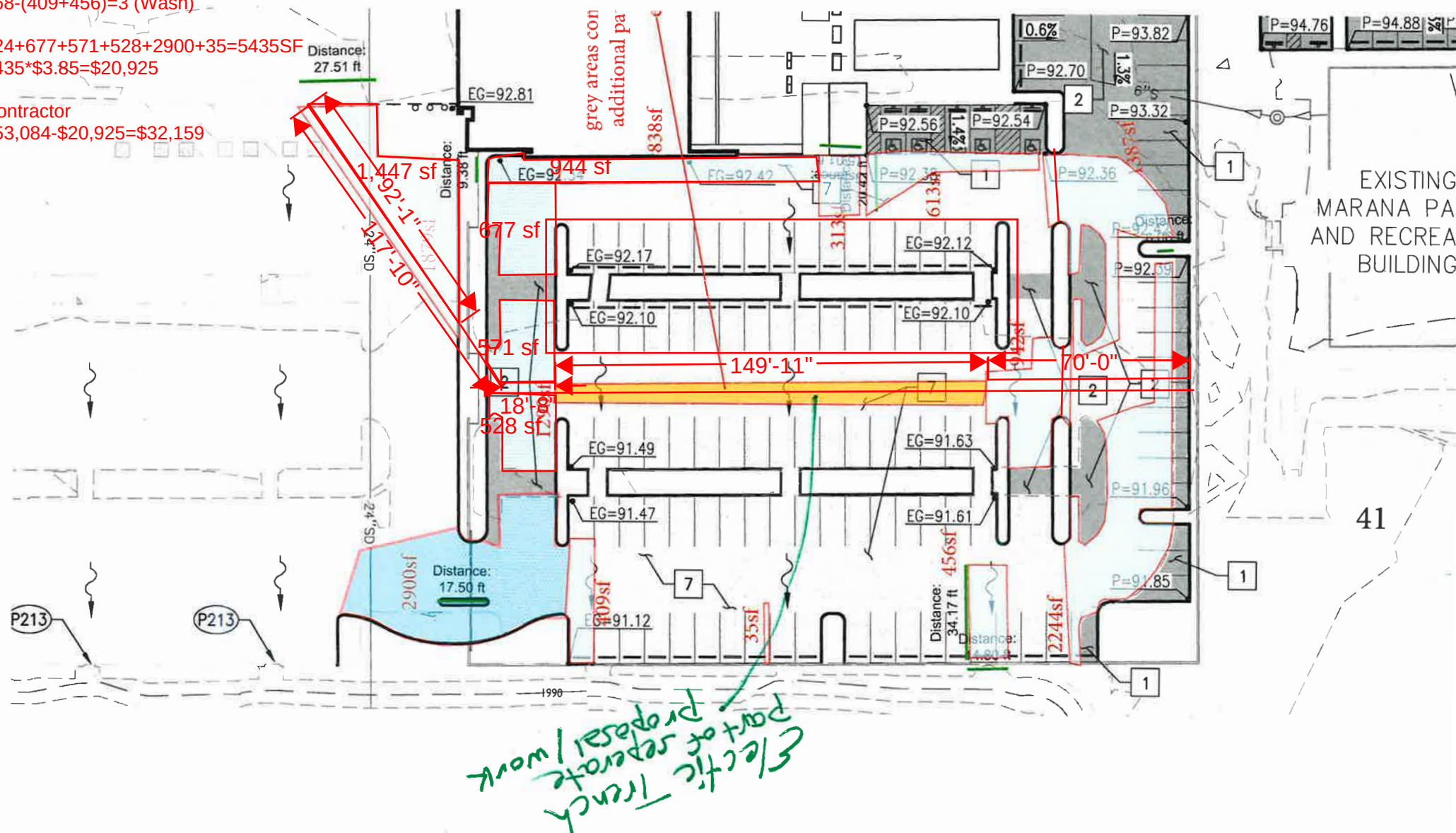
Phone # 5208070558

E-mail SIERRAMINING@LIVE...

Fax # 520-807-0571

Contractor
\$53,084-\$20,925=\$32,159

Patch Map



RFI

To: Mike Rosso
Architekton
464 South Farmer Ave
Tempe, AZ 85281
Ph: 602-494-0800 Fax: 602-992-0648

RFI #: 210
Date: 7/17/2018
Job:
Phone:

CC:

Subject: Existing Paving Grade

Drawing: C105
Cost Impact: TBD

Spec Section: NA
Schedule Impact: TBD

Request: Please see attached. Sheet C105 indicates to match existing paving along the south side of the secured parking lot. There are 3" of fall from the south east end of the parking lot to the east spillway. The pavement is level from the east spillway all the way to the south west end of the parking lot. Please advise how to get the water to drain out of this south area.

Date Required: 7/17/2018

Requested by: Nas Ebrahim

CORE Construction, Inc..

Response:

Norris Design is not responsible for grading and drainage. Please defer to EPS Engineering.

See attached concrete valley gutter
plan and details from EPS.
Michael Rosso
Architekton 7/30/18



Engineering Department

- ☒ No Exceptions Taken
- ☐ Make Corrections Noted
- ☐ Revise and Resubmit
- ☐ Rejected

BY: RWC & DT / Abacus
KS / Town of Marana

Date: 07/30/2018

Jason Kuklinski, 

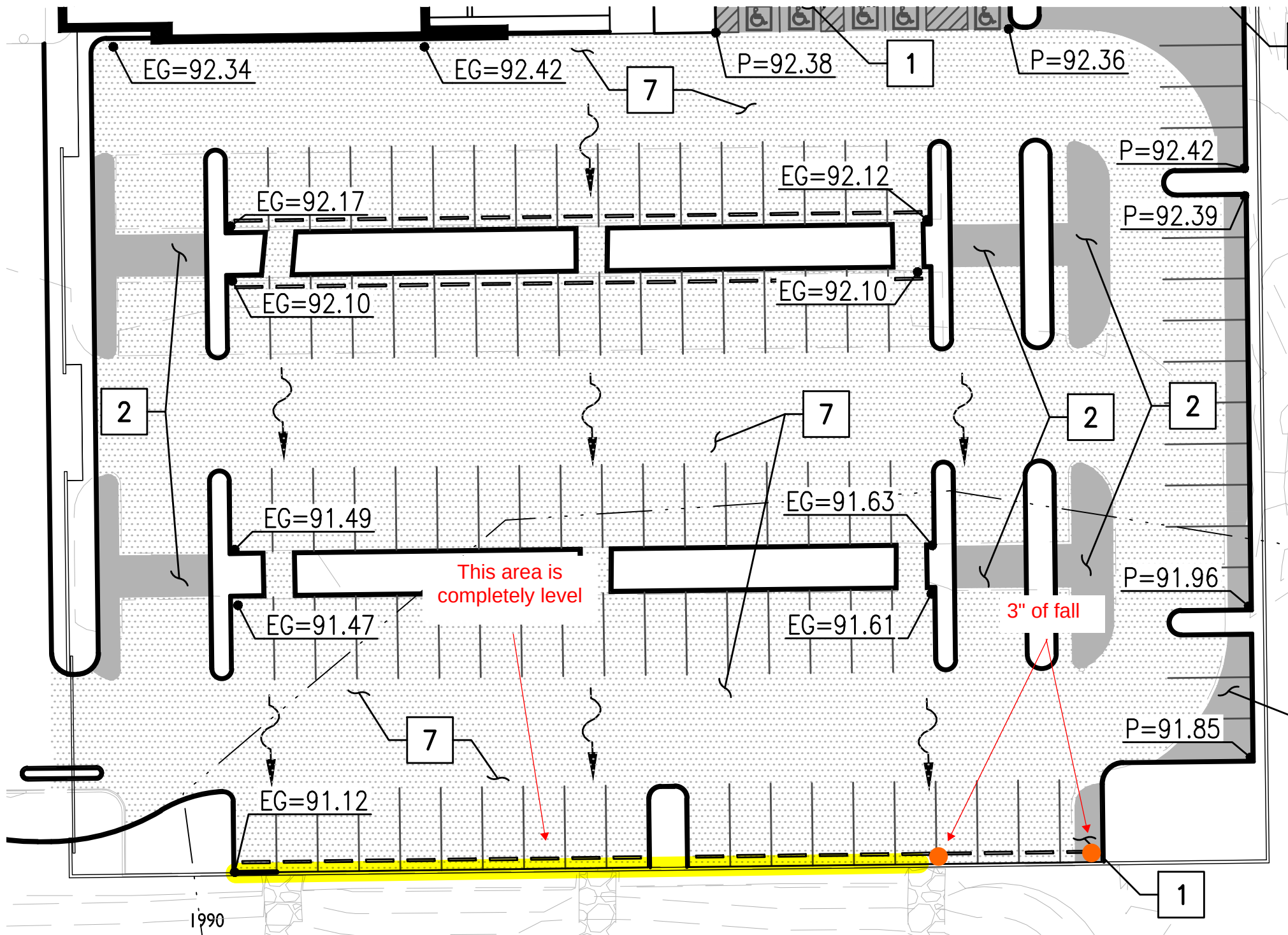
Answered by

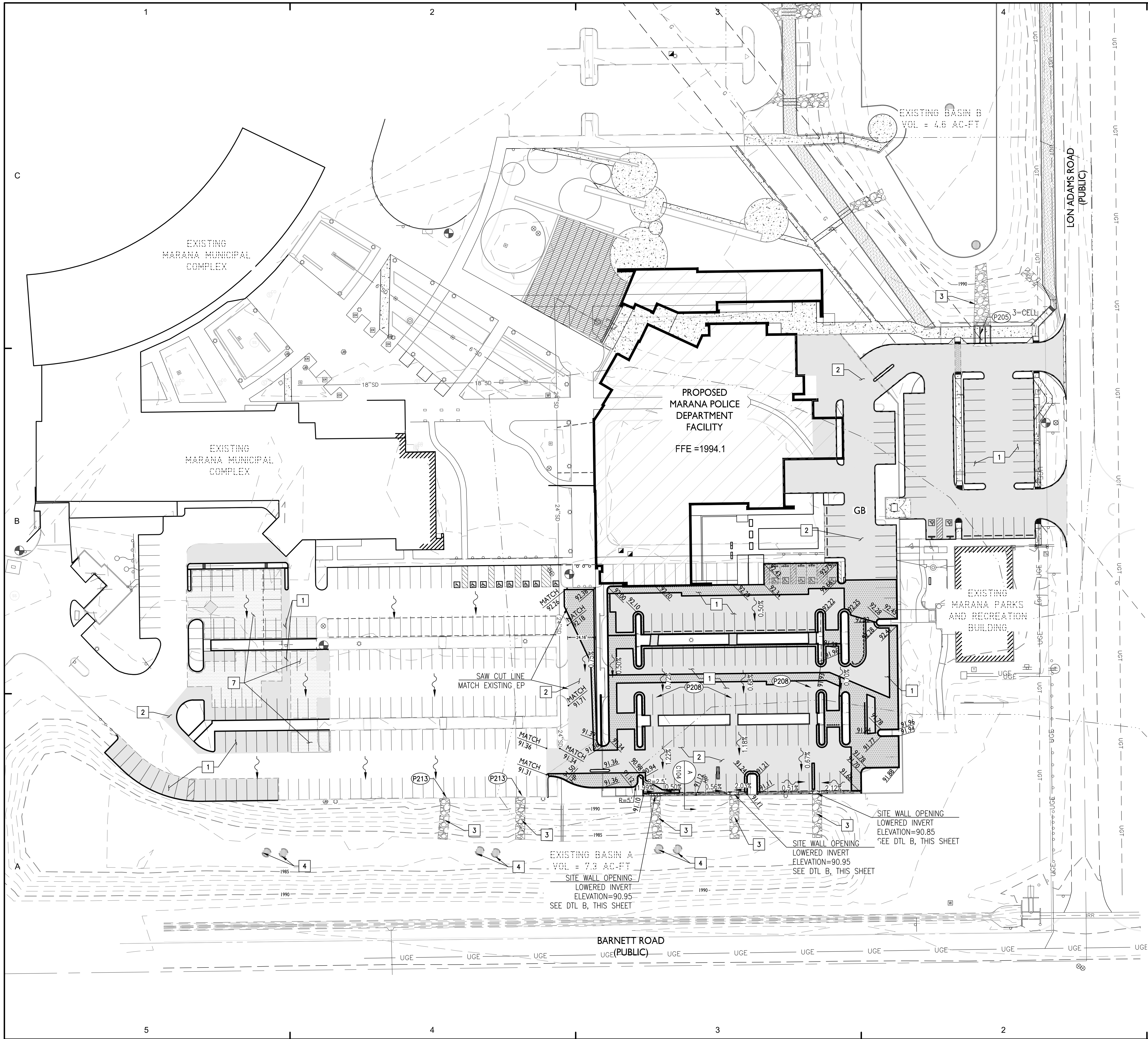
Norris Design

Company

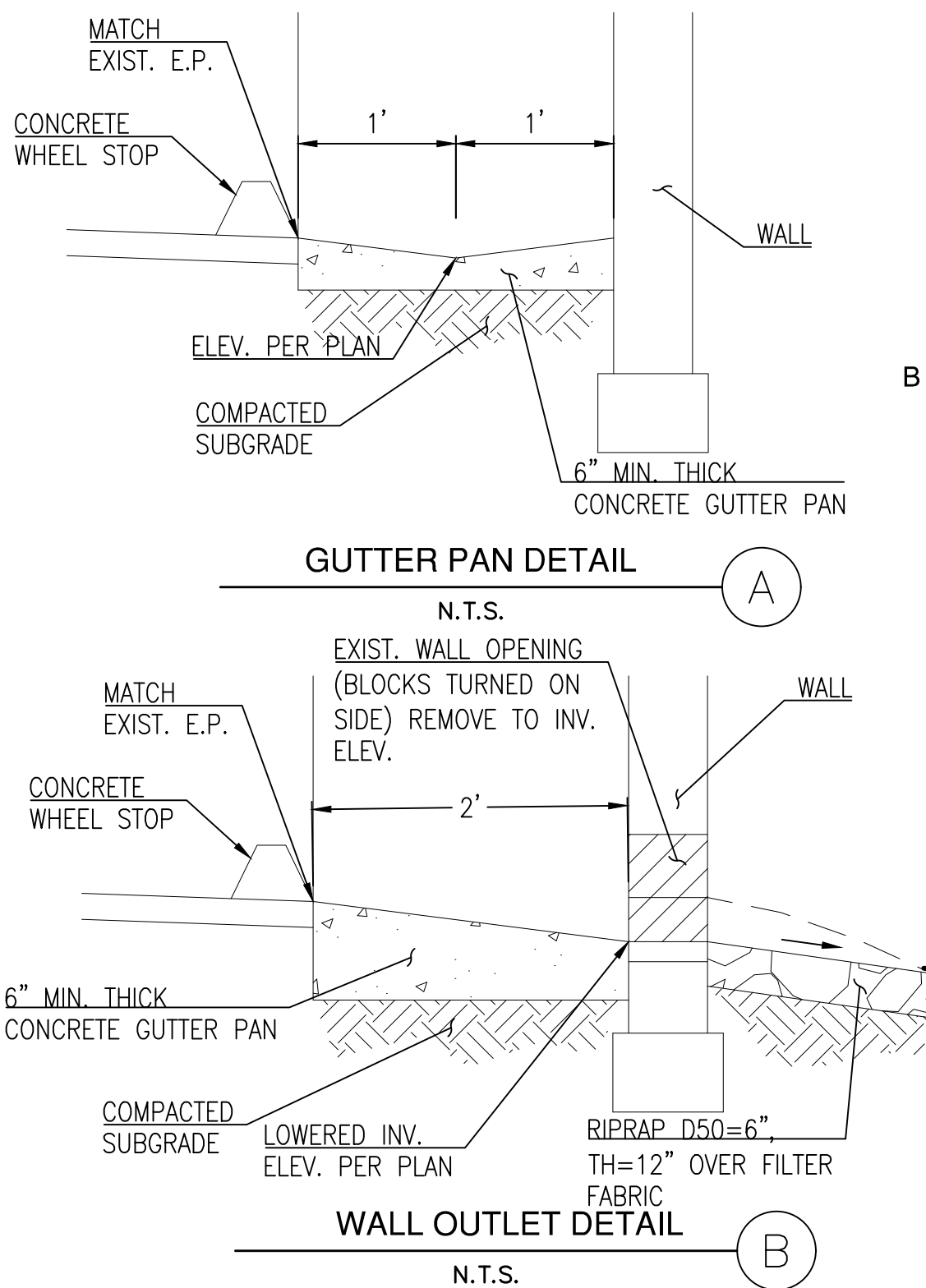
7/24/2018

Date

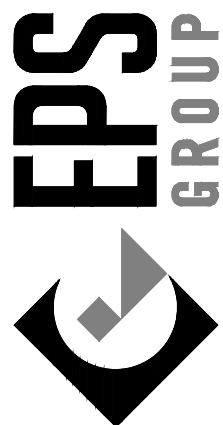




- KEYNOTES:**
- 1 ASPHALTIC CONCRETE PAVEMENT (3" AC OVER 6" AB)
 - 2 ASPHALTIC CONCRETE PAVEMENT (4" AC OVER 6" AB)
 - 3 REMOVE, GRADE AND REPLACE HAND PLACED RIP RAP D₅₀=6" THK=2'D₅₀
 - 4 EXISTING DRY WELL
 - 5 HANDICAPPED SYMBOL PAINTED ON PAVEMENT
 - 6 HANDICAP PARKING SIGN ON POST
 - 7 SLURRY SEAL COAT PER PAG STD SPEC 404
 - 8 VAN ACCESSIBLE PARKING SPACE WITH 5' WIDE AISLE
 - 9 STANDARD ACCESSIBLE PARKING SPACE
 - 10 NEW DRY WELL PER DETAIL SHEET C102.3
-
- P105 HANDRAIL PER PAG SD 105
 - P200 5' CONCRETE SIDEWALK PER PAG SD 200
 - P205 SIDEWALK SCUPPER, TYPE 2 PER PAG SD 205
 - P205.5 SIDEWALK SCUPPER, TYPE 3 PER PAG SD 205.5
 - P208 CONCRETE VALLEY GUTTER PER PAG SD 208 MAX SLOPE=4%
 - P209 CONCRETE VERTICAL CURB, TYPE 2 PER PAG SD 209
 - P213 DEPRESSED CURB OPENING PER PAG SD 213
 - M600 CURB ACCESS RAMP PER MARANA SD 600
- NEW PAVEMENT AREA, MATCH EXISTING (14,917 S.F.)
- SLURRY SEAL (77,261S.F.)



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



464 S Farmer Ave., Suite 101
Tempe AZ, 85281
T 480.894.4637
F 480.894.4638
www.architekton.com

ARCHITEKTON

TOWN OF MARANA PUBLIC SAFETY
FACILITY

TOWN OF MARANA POLICE DEPARTMENT
11555 West Civic Center Drive
Marana, AZ 85653

#	DESCRIPTION	DATE

CD 02/10/17

PAVING, GRADING
DRAINAGE PLAN

C104



ABC
under courtyard
Town Directed

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

September, 2018

Core Construction

Attn: Jake Thomas

Re: Placement of abc under courtyard concrete per TOM direction

Jake,

Items on this ticket reflect the labor materials and equipment for material removals to accommodate a 4" layer of ABC under the concrete. Additionally, it includes the hauling of the abc, processing material, transporting material to courtyard, its compaction, fine grading, and the haul off of approximately 140 tons of displaced dirt from the additional excavation. The haul off was able to be done as a backhaul during trucking for the abc which saved a days' worth of trucking costs. Please be aware that this portion of the costs is only covering the courtyard area. All other areas of flatwork requiring abc will come on separate sheets organized per area, with a description of specific location.

Total requested \$ 16,501.69

OK, from Owner Site
Contingency

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

Core Construction

Job Name:

KE&G Reference Job No.:

Description

Marana PD

170260

process ABC in Basin for courtyard area

Date:

8/14/2018

Contractor:

KE&G Construction

Bid Item No.:

T&M #'s

LABOR COSTS

Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	Ticket #
MOSS, JESSE	37233	8.00		\$18.00	\$27.00	\$6.30	\$194.40	A
VACURA, GREG	32155	8.00		\$18.00	\$27.00	\$6.30	\$194.40	A
TOTAL:		16.00	0.00					
LABOR TOTAL WITH MARKUP=							\$447.12	

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
4-Wd Articulated Wheel Loaders	1638	8.00		\$73.79	\$13.76	\$590.32	A
On-Highway Water Tankers	1157	8.00		\$30.65	\$4.17	\$245.20	A
			0.00				
EQUIPMENT TOTAL WITH MARKUP=						\$960.85	

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount
MATERIAL PURCHASED WITH MARKUP=		\$0.00

SUBCONTRACTED WORK COSTS

SUBCONTRACTED WORK DESCRIPTION	SUBCONTRACTOR	Invoice #	Invoice Amount
SUBCONTRACTOR TOTAL WITH MARKUP=			\$0.00

FORCE ACCOUNT SUMMARY

Ticket #s

Date:

8/14/2018

Re Cap

process ABC in Basin for courtyard area

Labor Total		\$447.12
Owned Equipment Total		\$960.85
Material Total		\$0.00
Subcontractor Total		\$0.00
Subtotal		\$1,407.97
Texture Fees	1.000%	\$14.08
Bond	0.00%	\$0.00
Total		\$1,422.05



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 08-14-1820

Address _____ Job Address _____

Description of Work processed abc for courtyard

Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Jesse Moss	OP	8	
Greg Vacura	OP	8	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1638	938 loader	8	
1157	Water Truck	8	

Materials Used	Rate
Loader & water truck adding moisture to ABC dumped in the basin	

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A
For CORE Signed _____

Core Construction

Job Name:

KE&G Reference Job No.:

Description

Marana PD

170260

haul processed abc to courtyard 8-14 thru 8-31

Date:

Contractor:

Bid Item No.:

T&M #'s

9/6/2018

KE&G Construction

LABOR COSTS

Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	Ticket #
MOSS, JESSE	37233	12.00		\$18.00	\$27.00	\$6.30	\$291.60	
TOTAL:		12.00	0.00					
LABOR TOTAL WITH MARKUP=							\$335.34	

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
4-Wd Articulated Wheel Loaders	1638	12.00		\$73.79	\$13.76	\$885.48	
			0.00				
EQUIPMENT TOTAL WITH MARKUP=						\$1,018.30	

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount
MATERIAL PURCHASED WITH MARKUP=		\$0.00

SUBCONTRACTED WORK COSTS

SUBCONTRACTED WORK DESCRIPTION	SUBCONTRACTOR	Invoice #	Invoice Amount
SUBCONTRACTOR TOTAL WITH MARKUP=			\$0.00

FORCE ACCOUNT SUMMARY

Ticket #s

Date:

9/6/2018

Re Cap

haul processed abc to courtyard 8-14 thru 8-31

Labor Total		\$335.34
Owned Equipment Total		\$1,018.30
Material Total		\$0.00
Subcontractor Total		\$0.00
Subtotal		\$1,353.64
Texture Fees	1.000%	\$13.54
Bond	0.00%	\$0.00
Total		\$1,367.18

Core Construction

Job Name:

KE&G Reference Job No.:

Description

Marana PD

170260

remove subgrade for abc, place and compact abc, finegrade abc

Date:

Contractor:

Bid Item No.:

T&M #'s

8/20/2018

KE&G Construction

LABOR COSTS

Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	Ticket #
BURRUEL BARCELO, MARCO	1027	4.00		\$14.50	\$21.75	\$5.08	\$78.32	1
VERDUGO, MARIO	72114	4.00		\$20.00	\$30.00	\$7.00	\$108.00	1
PEDRIGO, ISMAEL	1082	4.00		\$20.00	\$30.00	\$7.00	\$108.00	1
PEDRIGO, DAVID	1085	4.00		\$17.00	\$25.50	\$5.95	\$91.80	1
PEDRIGO, DAVID	1085	4.00		\$17.00	\$25.50	\$5.95	\$91.80	2
PEDRIGO, ISMAEL	1082	4.00		\$20.00	\$30.00	\$7.00	\$108.00	2
DOMINGUEZ, DANIEL	36588	4.00		\$16.50	\$24.75	\$5.78	\$89.12	2
BURRUEL BARCELO, MARCO	1027	4.00		\$14.50	\$21.75	\$5.08	\$78.32	2
ARELLANO, JOSE	34704	4.00		\$20.00	\$30.00	\$7.00	\$108.00	2
CONTRERAS, JUAN	36232	4.00		\$14.00	\$21.00	\$4.90	\$75.60	2
VERDUGO, MARIO	72114	4.00		\$20.00	\$30.00	\$7.00	\$108.00	2
PEDRIGO, DAVID	1085	6.00		\$17.00	\$25.50	\$5.95	\$137.70	3&4
ARELLANO, JOSE	34704	6.00		\$20.00	\$30.00	\$7.00	\$162.00	3&4
BURRUEL BARCELO, MARCO	1027	6.00		\$14.50	\$21.75	\$5.08	\$117.48	3&4
CONTRERAS, JUAN	36232	6.00		\$14.00	\$21.00	\$4.90	\$113.40	3&4
DOMINGUEZ, DANIEL	36588	6.00		\$16.50	\$24.75	\$5.78	\$133.68	3&4
VERDUGO, MARIO	72114	6.00		\$20.00	\$30.00	\$7.00	\$162.00	3&4
RECINOS, SAMUEL	96811	6.00		\$20.00	\$30.00	\$7.00	\$162.00	3&4
GARCIA, MICHAEL	1263	6.00		\$20.00	\$30.00	\$7.00	\$162.00	3&4
HERNANDEZ, FRANCISCO	92975	6.00		\$20.00	\$30.00	\$7.00	\$162.00	3&4
LOPEZ, FRANCISCO	81910	6.00		\$17.00	\$25.50	\$5.95	\$137.70	3&4
PEDRIGO, ISMAEL	1082	6.00		\$20.00	\$30.00	\$7.00	\$162.00	3&4
PEDRIGO, DAVID	1085	8.00		\$17.00	\$25.50	\$5.95	\$183.60	5&6
PEDRIGO, ISMAEL	1082	8.00		\$20.00	\$30.00	\$7.00	\$216.00	5&6
DOMINGUEZ, DANIEL	36588	8.00		\$16.50	\$24.75	\$5.78	\$178.24	5&6
BURRUEL BARCELO, MARCO	1027	8.00		\$14.50	\$21.75	\$5.08	\$156.64	5&6
ARELLANO, JOSE	34704	8.00		\$20.00	\$30.00	\$7.00	\$216.00	5&6
CONTRERAS, JUAN	36232	8.00		\$14.00	\$21.00	\$4.90	\$151.20	5&6
VERDUGO, MARIO	72114	8.00		\$20.00	\$30.00	\$7.00	\$216.00	5&6
RECINOS, SAMUEL	96811	8.00		\$20.00	\$30.00	\$7.00	\$216.00	5&6
GARCIA, MICHAEL	1263	8.00		\$20.00	\$30.00	\$7.00	\$216.00	5&6
PEDRIGO, DAVID	1085	6.00		\$17.00	\$25.50	\$5.95	\$137.70	7
PEDRIGO, ISMAEL	1082	4.00		\$20.00	\$30.00	\$7.00	\$108.00	7
	37255	3.00					\$0.00	7
ARELLANO, JOSE	34704	4.00		\$20.00	\$30.00	\$7.00	\$108.00	7
VERDUGO, MARIO	72114	4.00		\$20.00	\$30.00	\$7.00	\$108.00	7
PEDRIGO, ISMAEL	1082	8.00		\$20.00	\$30.00	\$7.00	\$216.00	8
PEDRIGO, DAVID	1085	8.00		\$17.00	\$25.50	\$5.95	\$183.60	8
ARELLANO, JOSE	34704	8.00		\$20.00	\$30.00	\$7.00	\$216.00	8
VERDUGO, MARIO	72114	8.00		\$20.00	\$30.00	\$7.00	\$216.00	8
	37255	8.00					\$0.00	8
DOMINGUEZ, DANIEL	36588	8.00		\$16.50	\$24.75	\$5.78	\$178.24	8
BURRUEL BARCELO, MARCO	1027	8.00		\$14.50	\$21.75	\$5.08	\$156.64	8
CONTRERAS, JUAN	36232	8.00		\$14.00	\$21.00	\$4.90	\$151.20	8
PEDRIGO, ISMAEL	1082	4.00		\$20.00	\$30.00	\$7.00	\$108.00	9
PEDRIGO, DAVID	1085	4.00		\$17.00	\$25.50	\$5.95	\$91.80	9
DOMINGUEZ, DANIEL	36588	4.00		\$16.50	\$24.75	\$5.78	\$89.12	9
BURRUEL BARCELO, MARCO	1027	4.00		\$14.50	\$21.75	\$5.08	\$78.32	9
ARELLANO, JOSE	34704	4.00		\$20.00	\$30.00	\$7.00	\$108.00	9
CONTRERAS, JUAN	36232	4.00		\$14.00	\$21.00	\$4.90	\$75.60	9
VERDUGO, MARIO	72114	4.00		\$20.00	\$30.00	\$7.00	\$108.00	9
ISMAEL, CORDERO	36955	4.00		\$16.50	\$24.75	\$5.78	\$89.12	9
ORDOVA-ENCINAS, RODOLF	8819	6.00		\$20.00	\$30.00	\$7.00	\$162.00	10
VALENZUELA, GREGORIO	12634	6.00		\$15.00	\$22.50	\$5.25	\$121.50	10
ORTIZ, RAFAEL	28544	6.00		\$11.00	\$16.50	\$3.85	\$89.10	10
PEDRIGO, ISMAEL	1082	3.00		\$20.00	\$30.00	\$7.00	\$81.00	11
PEDRIGO, DAVID	1085	3.00		\$17.00	\$25.50	\$5.95	\$68.85	11
DOMINGUEZ, DANIEL	36588	3.00		\$16.50	\$24.75	\$5.78	\$66.84	11
BURRUEL BARCELO, MARCO	1027	3.00		\$14.50	\$21.75	\$5.08	\$58.74	11
ARELLANO, JOSE	34704	3.00		\$20.00	\$30.00	\$7.00	\$91.00	11
CONTRERAS, JUAN	36232	3.00		\$14.00	\$21.00	\$4.90	\$56.70	11
VERDUGO, MARIO	72114	3.00		\$20.00	\$30.00	\$7.00	\$81.00	11
ISMAEL, CORDERO	36955	3.00		\$16.50	\$24.75	\$5.78	\$66.84	11
							\$0.00	
							\$0.00	
TOTAL:		341.00	0.00					
LABOR TOTAL WITH MARKUP=							\$9,047.64	

revised
hrs reduced
to show AB
placement only

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
Tractor-Loader-Backhoes	4560	4.00		\$43.03	\$8.56	\$172.12	1
On-Highway Flatbed Trucks	709	4.00		\$26.09	\$3.06	\$104.36	1
On-Highway Light Duty Trucks	841	4.00		\$23.68	\$2.06	\$94.72	1
Tractor-Loader-Backhoes	4560	4.00		\$43.03	\$8.56	\$172.12	2
On-Highway Light Duty Trucks	814	4.00		\$23.43	\$1.95	\$93.72	2
On-Highway Flatbed Trucks	709	4.00		\$26.09	\$3.06	\$104.36	2
Tractor-Loader-Backhoes	4560	6.00		\$43.03	\$8.56	\$258.18	3&4
4-Wd Articulated Wheel Loaders	1651	6.00		\$72.79	\$14.52	\$436.74	3&4
On-Highway Flatbed Trucks	709	6.00		\$26.09	\$3.06	\$156.54	3&4
On-Highway Light Duty Trucks	841	6.00		\$23.68	\$2.06	\$142.08	3&4
Tractor-Loader-Backhoes	4573	8.00		\$43.50	\$8.76	\$348.00	5&6
Tilt Deck Utility Trailers	1563	8.00		\$7.77	\$1.86	\$62.16	5&6
On-Highway Flatbed Trucks	709	8.00		\$26.09	\$3.06	\$208.72	5&6
On-Highway Light Duty Trucks	841	8.00		\$23.68	\$2.06	\$189.44	5&6
On-Highway Flatbed Trucks	709	4.00		\$26.09	\$3.06	\$104.36	7
On-Highway Light Duty Trucks	841	4.00		\$23.68	\$2.06	\$94.72	7
On-Highway Flatbed Trucks	709	5.00		\$26.09	\$3.06	\$130.45	8
On-Highway Light Duty Trucks	841	8.00		\$23.68	\$2.06	\$189.44	8
Tractor-Loader-Backhoes	4573	4.00		\$43.50	\$8.76	\$174.00	8
On-Highway Flatbed Trucks	709	4.00		\$26.09	\$3.06	\$104.36	9
On-Highway Light Duty Trucks	840	4.00		\$13.44	\$1.45	\$53.76	9
On-Highway Light Duty Trucks	1098	6.00		\$25.01	\$2.16	\$150.06	10
On-Highway Light Duty Trucks	803	6.00		\$14.96	\$1.50	\$89.76	10
On-Highway Light Duty Trucks	841	3.00		\$23.68	\$2.06	\$71.04	11
On-Highway Flatbed Trucks	709	3.00		\$26.09	\$3.06	\$78.27	11
Tilt Deck Utility Trailers	1563	3.00		\$7.77	\$1.86	\$23.31	11
						\$0.00	
Tilt Deck Utility Trailers	1563			\$7.77	\$1.86	\$0.00	
		134.00	0.00				
EQUIPMENT TOTAL WITH MARKUP=						\$4,377.81	

3 hrs reduced

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount	
ABC	80477817	\$660.60	13
MATERIAL PURCHASED WITH MARKUP=		\$759.69	

SUBCONTRACTED WORK COSTS

SUBCONTRACTED WORK DESCRIPTION	SUBCONTRACTOR	Invoice #	Invoice Amount	
Haul ABC and backhaul dirt out	Desert Trucking	290236	\$648.00	12
SUBCONTRACTOR TOTAL WITH MARKUP=			\$745.20	

FORCE ACCOUNT SUMMARY

Ticket #s Date: 8/20/2018

Re Cap remove subgrade for abc, place and compact abc, finegrade abc

Labor Total		\$9,047.64
Owned Equipment Total		\$4,377.81
Material Total		\$759.69
Subcontractor Total		\$745.20
Subtotal		\$14,930.34
Texture Fees	1.000%	\$149.30
Bond	0.00%	\$0.00
Total		\$15,079.64

1



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 08-14-18 20____
Address _____ Job Address _____
Description of Work 1st day SG Courtyard for AB
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
✓ David Pedrego		4	
✓ Marco Burreel		4	
✓ Mario Verdugo		4	
✓ Ismael Pedrego		4	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
4581	Backhoe	4	
709	Crew Truck	4	
841	Formas. truck	4	

Materials Used	Rate
Per Marina G.S.L.	
Remove Dirt for ABC under concrete	

I hereby certify that this is a true and correct account of work done on above project.

Signed [Signature]
For Coke Signed [Signature]

2



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 8-15 20____
Address _____ Job Address _____
Description of Work SG Prep Courtyard for ABC
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
David Pedrego		4	
Ismael Pedrego		4	
Daniel Dominguez		4	
Marco Barruel		4	
Jose Arellano		4	
Juan Contreras		4	
Mario Verdugo		4	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
4581	Back hoe	4	
814	formags truck	4	
709	Crew truck	4	

Materials Used	Rate
<u>SG Prep</u>	

Remove
dirt for
ABC under
concrete

I hereby certify that this is a true and correct account of work done on above project.

Signed [Signature]
For Core

Signed [Signature]



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
 1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
 PHONE (520) 458-9594
 FAX (520) 458-2362

③

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 8-16-18 20__
 Address _____ Job Address _____
 Description of Work Subgrade @ courtyard for AR
 Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
David Pedrego		6	
Jose Arellano		6	
Marco Burrevel		6	
Juan contreras		6	
Daniel Dominguez		6	
Mario Verdugo		6	
Samuel resinos		6	
Mike Garcia		6	
Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
4573	Backhoe	6	
1651	Garon	6	
709	Equipment Truck		
841	formans Truck		
Materials Used			Rate
Courtyard Area- subgrade for ABC			
see sheet 2 for additional Labor			
Included re-digging around			
column footings & bringing back			
up compacted lifts			
All 3 column footings were mudholes			

I hereby certify that this is a true and correct account of work done on above project.

Signed

For

[Signature]
 COKE

Signed

[Signature]

4



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 8-16-18 20____
Address _____ Job Address _____
Description of Work Sub. grade Courtyard Area for AB
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Francisco Hernandez		6	
Francisco Lopez		6	
Ismael Pedrego		6	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate

Materials Used	Rate

Continuation
of sheet 1

I hereby certify that this is a true and correct account of work done on above project.

Signed [Signature]
For Core Signed [Signature]

5



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 08-17 2018
Address _____ Job Address _____
Description of Work subgrade @ courtyard For ABC
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Ismael Pedrego		8	
David Pedrego		8	
Daniel Dominguez		8	
Marco Burruel		8	
Jose A Rellano		8	
Juan Contreras		8	
Mario Verdugo		8	
Samuel Reginas		8	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
841	Formans truck	8	
709	crew truck	8	
4573	Backhoe	8	
1550	utility trailer	8	

Materials Used	Rate
courtyard Area subgrade For ABC	
see sheet 2 For additional Labor	

I hereby certify that this is a true and correct account of work done on above project.

Signed

For

Jose A
CORE

Signed

[Signature]

6



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 08-17 2018
Address _____ Job Address _____
Description of Work sub grade courtyard Area For ABC
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
<u>Michael Garcia</u>		<u>8</u>	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate

Materials Used	Rate
<u>Continuation</u>	
<u>of sheet 1</u>	

I hereby certify that this is a true and correct account of work done on above project.

Signed _____
For _____ Signed [Signature]

7



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 08-21 20 18
Address _____ Job Address _____
Description of Work subgrade @ courtyard for ABC
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
David Pedrego		6	
Ismael Pedrego		4	
Ismael Cordero		3	
Jose Arellano		4	
Mario Verdugo		4	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
841	Forman truck	4	
769	crew truck	4	

Materials Used	Rate
ABC	

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A
For CORE Signed _____

9



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 08-24-2018
Address _____ Job Address _____
Description of Work Strip Form Subgrade Form an Paused courtyard
Work Order No. _____ P.O. No. _____

Name of Employee		Occupation	Hours	Rate	
Ismael Pedrego			48		
David Pedrego			48		
Daniel Dominguez			48		
marco Burrel			48		
Jose Arellano			48		
Juan Contreras			48		
Mario Verdugo			48		
Ismael Cordero					
Equip No.	Type of Equipment		HOURS WEEK MONTH	Rate	
840	Forman truck		48		
709	crew truck		48		
1550	utiliti trailer		48		

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A
For CORE Signed _____

* 4 hrs. on ABC



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LLC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 8-31- 20 18

Address _____ Job Address _____

Description of Work we work together. ISRAEL group 6th / court yard flatwork he. Report
Work Order No. _____ P.O. No. _____

Work Order No. _____ P.O. No. _____

[illegible]

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A.
For CORE

Signed _____

PO Box 32683
Tucson, AZ 85751



Fax: (520)690-0011
Ph: (520)690-0808
www.DesertTrucking.com

KE&G CONSTRUCTION INC Attn: A/P
1601 PASEO SAN LUIS, STE 202
Sierra Vista, AZ 85635-4781

Tuesday, August 21, 2018

Customer Terms NET 30

Invoice # 290236

Description of Job ABC - VULCAN MARANA POLICE STATION
State Tax ID: 20-5816819

PO#: 170260

Ticket DT	Ticket #	Cust Order #	Truck ID#	Loads	Charge Type	# of Units	Amt Per Unit	Sales Tax	Line Total
6/16/2018	293088		APD-316	8	Sim 16	7.50	81.00	0.00	607.50
	309163		ADT-059	9	Sim 16	7.75	81.00	0.00	627.75
8/17/2018	305917		DES-031	8	Sim 16	8.00	81.00	0.00	648.00
	310802		DES-029	7	Sim 16	8.00	81.00	0.00	648.00

Trucking on 7 loads of ABC

Invoice Sub-total: 2,531.25
Sales Tax Sub-total: 0.00
Fuel Surcharge of 0%: 0.00

TOTAL AMOUNT DUE THIS INVOICE: \$2,531.25

THANK YOU

* Included backhaul
of 7 loads of
dirt displaced by
ABC

NOTE: Interest will be charged on past due accounts at the rate of 18% per annum.



Vulcan
Materials Company
and Subsidiaries
CALMAT CO.

SHIP TO:

MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA MUNICIPAL COMPLEX
N LON ADAMS RD & W GRIER RD / MARANA
MARANA, AZ 85653

SOLD TO:

K E & G CONSTRUCTION, INC.
1601 S. Paseo San Luis, Ste 202
TUCSON, AZ 85635

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8762 or
help@vmcmail.com

CUSTOMER NO: 96110-215627

INVOICE NO: 80477817

INVOICE DATE: 08/22/2018

INVOICE AMT: 1,026.79

ORDER: 352445

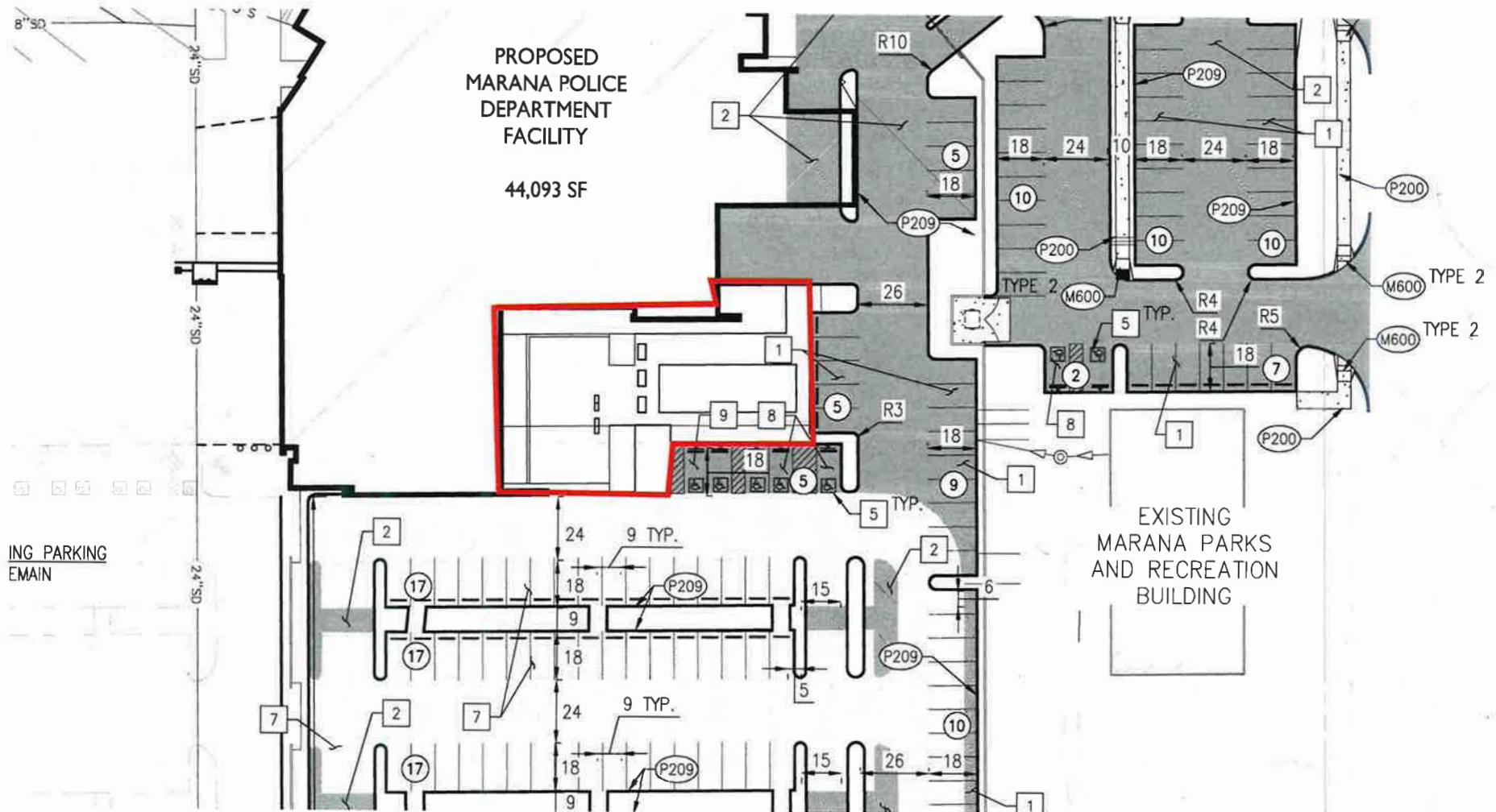
DUE DATE: 09/15/2018

INVOICE

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.				TAXES:		PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	Pay this AMOUNT:																					
				ARIZONA		5.60%	52.94	81.31	915.48	\$1,026.79																					
				PIMA		0.50%	4.73		TOTAL FREIGHT:			0.00																			
				MARANA		2.50%	23.64	FEES:	TOTAL OTHER:			30.00																			
TOTAL QUANTITY:		TOTAL LOADS:																													
192.73		10.00																													
SALES REP			PO NUMBER			REF			CONTRACT NO.			TAX EXEMPT ID			TERMS																
11760 Mark Higgins			170260												NET15THPROX - Payable in full by the 15th of each month following month of shipment																
INVOICE #		INVOICE DATE		CUSTOMER NUMBER		LOCATION		ORDER		BILL OF LADING			FOB			PICKUP															
80477817		08/22/2018		96110-215527		5222-132		MARANA SAND & GRAVEL		352445																					
TICKET DETAIL																															
SHIP DATE		TICKET		VEHICLE		CLASS		PROD CODE		DESCRIPTION		UOM		QTY		PRICE		UOM		QTY		PRICE		UOM		QTY		PRICE		AMOUNT	
08/17/2018		14100853		99DES029		STANDARD		16302		PAG ABC		T		19.36		4.75								L		1.00		3.00		91.98	
						STANDARO		ENVFEE		Environmental Fee -Agg & Asphalt																				3.00	
		14100864		99DES031		STANDARD		16302		PAG ABC		T		19.34		4.75								L		1.00		3.00		91.87	
						STANDARD		ENVFEE		Environmental Fee -Agg & Asphalt																				3.00	
		14100909		99DES029		STANDARD		16302		PAG ABC		T		18.99		4.75								L		1.00		3.00		90.20	
						STANDARD		ENVFEE		Environmental Fee -Agg & Asphalt																				3.00	
		14100926		99DES031		STANDARD		16302		PAG ABC		T		19.25		4.75								L		1.00		3.00		91.44	
						STANDARD		ENVFEE		Environmental Fee -Agg & Asphalt																				3.00	
		14100986		99DES029		STANDARD		16302		PAG ABC		T		19.34		4.75								L		1.00		3.00		91.87	
						STANDARD		ENVFEE		Environmental Fee -Agg & Asphalt																				3.00	
		14100972		99DES031		STANDARD		16302		PAG ABC		T		19.26		4.75								L		1.00		3.00		91.49	
						STANDARD		ENVFEE		Environmental Fee -Agg & Asphalt																				3.00	
		14101019		99DES029		STANDARD		16302		PAG ABC		T		19.11		4.75								L		1.00		3.00		90.77	
						STANDARD		ENVFEE		Environmental Fee -Agg & Asphalt																				3.00	
		14101023		99DES031		STANDARD		16302		PAG ABC		T		19.36		4.75								L		1.00		3.00		91.98	
						STANDARD		ENVFEE		Environmental Fee -Agg & Asphalt																				3.00	
		14101058		99DES029		STANDARD		16302		PAG ABC		T		18.11		4.75								L		1.00		3.00		90.20	
						STANDARD		ENVFEE		Environmental Fee -Agg & Asphalt																				3.00	

VULCAN MATERIALS COMPANY AND SUBSIDIARIES
CALMAT CO DBA VULCAN MATERIALS CO
CONTINUED ON NEXT PAGE Page 1 of 2

Total ABC in Courtyard \$660.60



TOWN DIRECTED



1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

September, 2018

Core Construction

Attn: Jake Thomas
Re: Material Costs @ Courtyard

Jake,

Recap sheet and attachments for all material required to pour the flatwork within the Courtyard.

Total requested \$ 9,658.31

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

**OK, from Owner Site
Contingency**

*Courtyard
Flatwork
Material Costs
2 separate docs
Sent*

***** Actual *****								
Mth	Trans	PostedDate	ActualDate	Source	Description	Hours	Units	Cost
08/18	17853	08/21/18	08/17/18	AP Entry	90610/BORDER CONSTRUCTI	0.00	0.00	200.07
	 Attachment							
08/18	33540	08/28/18	08/27/18	AP Entry	90610/BORDER CONSTRUCTI	0.00	0.00	480.79
	 Attachment							
08/18	34438	08/30/18	08/22/18	AP Entry	90747/CALPORTLAND COMPA	0.00	0.00	170.00
	 Attachment							
08/18	35495	09/04/18	08/20/18	AP Entry	90747/CALPORTLAND COMPA	0.00	0.00	1,742.50
	 Attachment							
08/18	35496	09/04/18	08/22/18	AP Entry	90610/BORDER CONSTRUCTI	0.00	0.00	519.95
	 Attachment							
08/18	35497	09/04/18	08/21/18	AP Entry	90747/CALPORTLAND COMPA	0.00	0.00	595.00
	 Attachment							
08/18	35498	09/04/18	08/23/18	AP Entry	90747/CALPORTLAND COMPA	0.00	0.00	1,190.00
	 Attachment							
08/18	35499	09/04/18	08/24/18	AP Entry	90747/CALPORTLAND COMPA	0.00	0.00	1,105.00
	 Attachment							
08/18	35500	09/04/18	08/27/18	AP Entry	90747/CALPORTLAND COMPA	0.00	0.00	680.00
	 Attachment							
08/18	43208	09/07/18	08/28/18	AP Entry	90747/CALPORTLAND COMPA	0.00	0.00	1,360.00
	 Attachment							
08/18	43209	09/07/18	08/29/18	AP Entry	90747/CALPORTLAND COMPA	0.00	0.00	765.00
	 Attachment							
08/18	43210	09/07/18	08/29/18	AP Entry	90747/CALPORTLAND COMPA	0.00	0.00	850.00
	 Attachment							

Total Materials 9658.31



BORDER
CONSTRUCTION SPECIALTIES

8901 E. Pima Center Parkway
Suite 205
Scottsdale, AZ 85258
Ph 877-426-7337 Fax 602-437-2242

INVOICE

Invoice # : INV-5799302

Sold To:

KE & G CONSTRUCTION, INC
5100 S ALVERNON WAY
TUCSON 85706

- 4

Ship To:
Marana PD

Delivery method . . .	Will Call	Customer account # . .	9554
Invoice date	08/17/2018	SO number	SO-3249652
Due date	09/16/2018	Customer PO	170260-ismael
Terms of payment . .	2%10Net30	Job Number	170260
Page	1 of 1	Order taker	Ruben Robles
Other information . .		Salesperson	Cal Gosla

Item #	Confia	Description	Qty	Unit	Whse	Unit price	Total price
ME1053		1/2"x4'x10', Sheet Black Expansion (80/plt)	1.00	sh	02	24.5000	24.5000
ME1004		5gl 1100 Water Base Resin Cure (36/plt)	4.00	pl	02	40.7500	163.0000

Border/Marvel Return Policy
Receipt required for material return or credit. Returns subject to 20% Restocking Fee.
No returns on special order items. No returns after 7 days from invoice date.
Finance Charge of 1.5% may apply to past-due invoices.

Taxable	Non-Taxable	Subtotal.	187.50
187.50	0.00	Sales Tax	16.32
		Invoice Total	203.82

When payment before 8/27/2018, 3.75 USD is granted in cash discount.

877-4-BORDER

www.bordercorp.com



BORDER
CONSTRUCTION SPECIALTIES

8901 E. Pima Center Parkway
Suite 205
Scottsdale, AZ 85258
Ph 877-426-7337 Fax 802-437-2242

INVOICE

Invoice # : INV-5806775

Sold To:

KE & G CONSTRUCTION, INC
5100 S ALVERNON WAY
TUCSON 85706

Ship To:
Marana PD

Delivery method . . .	Will Call	Customer account # . .	9554
Invoice date	08/27/2018	SO number	SO-3255595
Due date	09/26/2018	Customer PO	170260/David
Terms of payment . . .	2%10Net30	Job Number	170260
Page	1 of 1	Order taker	Aymee Flores
Other information . . .		Salesperson	Cal Gosla

Item #	Config	Description	Qty	Unit	Whse	Unit price	Total price
ME1058		1/2"x4"x10', Black Expansion (600/plt)	40.00	pc	02	2.2500	90.0000
ME1048		1/2"x1/2"x10', Snap Cap (100/bx)	40.00	pc	02	2.5900	103.6000
BP1755		6"x9-1/2"x14", 2"Radius Curb Lug (25/bndl)	75.00	ea	02	3.1000	232.5000
ME1053		1/2"x4'x10', Sheet Black Expansion (80/plt)	1.00	sh	02	24.5000	24.5000

Border/Marvel Return Policy

Receipt required for material return or credit. Returns subject to 20%

Restocking Fee.

No returns on special order items. No returns after 7 days from invoice date.

Finance Charge of 1.5% may apply to past-due invoices.

Taxable	Non-Taxable	Subtotal.	450.60
450.60	0.00	Sales Tax	39.20
		Invoice Total	489.80

When payment before 9/6/2018, 9.01 USD is granted in cash discount.

877-4-BORDER

www.bordercorp.com



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93858103
 Invoice Date: 08/22/2018
 Invoice Amt: 170.00
 Invoice Due: 09/21/2018

Bill to: KE&G CONSTRUCTION INC
 5100 S ALVERNON WAY
 TUCSON AZ 85706-1976
 USA

Ship to: KE&G CONSTRUCTION INC
 170260
 MARANA PD
 11555 W. CIVIC CENTER
 TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	142	63323	Delivery	Net due 30 days	09/21/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/22/2018	911681	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	2.000	85.00	N	170.00
08/22/2018	911681	118R	928	TEMPERED WATER	GAL	73.800	0.00	N	0.00
08/22/2018	911681	118R	94000181	TEMPERED WATER SURCHARGE	CY	2.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	1.000	0.00	N	0.00

Please include invoice number
 on checks & copy of invoices
 with adjustments

Total Quantity: 2.000

State & Local Taxes 0.00 %

SUBTOTAL: 170.00

We impose a surcharge of 2.25% on the transaction
 amount on all credit card products, which is not greater
 than our cost of processing. We do not surcharge on
 debit cards.

Tax : 0.00

Total : 170.00

REMIT TO:

CALPORTLAND COMPANY
 PO BOX 847409
 LOS ANGELES CA 90084-7409
 USA

Thank you for your business!

ORIGINAL

Page: 1 OF 1



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93853468

Invoice Date: 08/20/2018

Invoice Amt: 1,742.50

Invoice Due: 09/19/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	25	63323	Delivery	Net due 30 days	09/19/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/20/2018	910281	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	10.000	85.00	N	850.00
08/20/2018	910281	118R	928	TEMPERED WATER	GAL	369.000	0.00	N	0.00
08/20/2018	910281	118R	94000181	TEMPERED WATER SURCHARGE	CY	10.000	0.00	N	0.00
08/20/2018	910304	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	10.500	85.00	N	892.50
08/20/2018	910304	118R	928	TEMPERED WATER	GAL	387.450	0.00	N	0.00
08/20/2018	910304	118R	94000181	TEMPERED WATER SURCHARGE	CY	10.500	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	2.000	0.00	N	0.00

Please include invoice number
on checks & copy of invoices
with adjustments

REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

We impose a surcharge of 2.25% on the transaction
amount on all credit card products, which is not greater
than our cost of processing. We do not surcharge on
debit cards.

Thank you for your business!

ORIGINAL

Page: 1 OF 2



EXPECT MORE ... WE DELIVER!™

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93853468
 Invoice Date: 08/20/2018
 Invoice Amt: 1,742.50
 Invoice Due: 09/19/2018

Bill to: KE&G CONSTRUCTION INC
 5100 S ALVERNON WAY
 TUCSON AZ 85706-1976
 USA

Ship to: KE&G CONSTRUCTION INC
 170260
 MARANA PD
 11555 W. CIVIC CENTER
 TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	25	63323	Delivery	Net due 30 days	09/19/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price

Please include invoice number
 on checks & copy of invoices
 with adjustments

Total Quantity: 20.500

State & Local Taxes 0.00 %

SUBTOTAL: 1,742.50

We impose a surcharge of 2.25% on the transaction
 amount on all credit card products, which is not greater
 than our cost of processing. We do not surcharge on
 debit cards.

Tax : 0.00

Total : 1,742.50

REMIT TO:

CALPORTLAND COMPANY
 PO BOX 847409
 LOS ANGELES CA 90084-7409
 USA

Thank you for your business!

ORIGINAL

Page: 2 OF 2



BORDER
CONSTRUCTION SPECIALTIES

8901 E. Pima Center Parkway
Suite 205
Scottsdale, AZ 85258
Ph 877-426-7337 Fax 602-437-2242

INVOICE

Invoice # : INV-5802993

Sold To:

KE & G CONSTRUCTION, INC
5100 S ALVERNON WAY
TUCSON 85706

-2

Ship To:
Marana PD

Delivery method . . .	Will Call	Customer account # . . .	9554
Invoice date	08/22/2018	SO number	SO-3252372
Due date	09/21/2018	Customer PO	170260
Terms of payment . . .	2%10Net30	Job Number	170260
Page	1 of 1	Order taker	Alfredo Becerra
Other information . . .		Salesperson	Cal Gosla

Item #	Config	Description	Qty	Unit	Whse	Unit price	Total price
ME1058		1/2"x4"x10', Black Expansion (600/plt)	40.00	pc	02	2.2500	90.0000
ME1048		1/2"x1/2"x10', Snap Cap (100/bx)	50.00	pc	02	2.5900	129.5000
14772		1-1/2"x3-1/2"x12' High Strength Screed	1.00	ea	02	133.9000	133.9000
14773		1-1/2"x3-1/2"x14' High Strength Screed	1.00	ea	02	133.9000	133.9000

Border/Marvel Return Policy

Receipt required for material return or credit. Returns subject to 20%

Restocking Fee.

No returns on special order items. No returns after 7 days from invoice date.

Finance Charge of 1.5% may apply to past-due invoices.

Taxable	Non-Taxable	Subtotal	487.30
487.30	0.00	Sales Tax	42.40
		Invoice Total	529.70

When payment before 9/1/2018, 9.75 USD is granted in cash discount.

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EXPECT MORE ... WE DELIVER!

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93855874
 Invoice Date: 08/21/2018
 Invoice Amt: 595.00
 Invoice Due: 09/20/2018

Bill to: KE&G CONSTRUCTION INC
 5100 S ALVERNON WAY
 TUCSON AZ 85706-1976
 USA

Ship to: KE&G CONSTRUCTION INC
 170260
 MARANA PD
 11555 W. CIVIC CENTER
 TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	142	63323	Delivery	Net due 30 days	09/20/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/21/2018	910983	111R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	7.000	85.00	N	595.00
08/21/2018	910983	111R	928	TEMPERED WATER	GAL	258.300	0.00	N	0.00
08/21/2018	910983	111R	94000181	TEMPERED WATER SURCHARGE	CY	7.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	1.000	0.00	N	0.00

Please include invoice number
 on checks & copy of invoices
 with adjustments

Total Quantity: 7.000

State & Local Taxes 0.00 %

SUBTOTAL: 595.00

We impose a surcharge of 2.25% on the transaction
 amount on all credit card products, which is not greater
 than our cost of processing. We do not surcharge on
 debit cards.

Tax : 0.00

Total : 595.00

REMIT TO:

CALPORTLAND COMPANY
 PO BOX 847409
 LOS ANGELES CA 90084-7409
 USA

Thank you for your business!

ORIGINAL

Page: 1 OF 1



EXPECT MORE ... WE DELIVER!*

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93859590

Invoice Date: 08/23/2018

Invoice Amt: 1,190.00

Invoice Due: 09/22/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	34	63323	Delivery	Net due 30 days	09/22/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/23/2018	911986	115R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	7.000	85.00	N	595.00
08/23/2018	911986	115R	928	TEMPERED WATER	GAL	258.300	0.00	N	0.00
08/23/2018	911986	115R	94000181	TEMPERED WATER SURCHARGE	CY	7.000	0.00	N	0.00
08/23/2018	912014	115R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	7.000	85.00	N	595.00
08/23/2018	912014	115R	928	TEMPERED WATER	GAL	258.300	0.00	N	0.00
08/23/2018	912014	115R	94000181	TEMPERED WATER SURCHARGE	CY	7.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	2.000	0.00	N	0.00

Please include invoice number
on checks & copy of invoices
with adjustments

REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

We impose a surcharge of 2.25% on the transaction
amount on all credit card products, which is not greater
than our cost of processing. We do not surcharge on
debit cards.

Thank you for your business!

ORIGINAL

Page: 1 OF 2



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93859590
 Invoice Date: 08/23/2018
 Invoice Amt: 1,190.00
 Invoice Due: 09/22/2018

Bill to: KE&G CONSTRUCTION INC
 5100 S ALVERNON WAY
 TUCSON AZ 85706-1976
 USA

Ship to: KE&G CONSTRUCTION INC
 170260
 MARANA PD
 11555 W. CIVIC CENTER
 TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	34	63323	Delivery	Net due 30 days	09/22/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price

Please include invoice number
 on checks & copy of invoices
 with adjustments

Total Quantity: 14.000

State & Local Taxes	0.00 %
---------------------	--------

SUBTOTAL: 1,190.00
Tax : 0.00
Total : 1,190.00

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

Thank you for your business!

REMIT TO:
 CALPORTLAND COMPANY
 PO BOX 847409
 LOS ANGELES CA 90084-7409
 USA

ORIGINAL

Page: 2 OF 2



EXPECT MORE ... WE DELIVER!™

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93861521
 Invoice Date: 08/24/2018
 Invoice Amt: 1,105.00
 Invoice Due: 09/23/2018

Bill to: KE&G CONSTRUCTION INC
 5100 S ALVERNON WAY
 TUCSON AZ 85706-1976
 USA

Ship to: KE&G CONSTRUCTION INC
 170260
 MARANA PD
 11555 W. CIVIC CENTER
 TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	40	63323	Delivery	Net due 30 days	09/23/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/24/2018	912473	111R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	6.500	85.00	N	552.50
08/24/2018	912473	111R	928	TEMPERED WATER	GAL	239.850	0.00	N	0.00
08/24/2018	912473	111R	94000181	TEMPERED WATER SURCHARGE	CY	6.500	0.00	N	0.00
08/24/2018	912505	111R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	6.500	85.00	N	552.50
08/24/2018	912505	111R	928	TEMPERED WATER	GAL	239.850	0.00	N	0.00
08/24/2018	912505	111R	94000181	TEMPERED WATER SURCHARGE	CY	6.500	0.00	N	0.00
08/24/2018	912505	111R	RM900	RM STANDBY CHARGE	MIN	18.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	2.000	0.00	N	0.00

Please include invoice number
 on checks & copy of invoices
 with adjustments

REMIT TO:

CALPORTLAND COMPANY
 PO BOX 847409
 LOS ANGELES CA 90084-7409
 USA

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

Thank you for your business!

ORIGINAL

Page: 1 OF 2



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93861521
Invoice Date: 08/24/2018
Invoice Amt: 1,105.00
Invoice Due: 09/23/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	40	63323	Delivery	Net due 30 days	09/23/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price

Please include invoice number
on checks & copy of invoices
with adjustments

Total Quantity: 13.000

State & Local Taxes 0.00 %

SUBTOTAL: 1,105.00

Tax : 0.00

Total : 1,105.00

REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

We impose a surcharge of 2.25% on the transaction
amount on all credit card products, which is not greater
than our cost of processing. We do not surcharge on
debit cards.

Thank you for your business!

ORIGINAL

Page: 2 OF 2



EXPECT MORE ... WE DELIVER!*

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93863738
 Invoice Date: 08/27/2018
 Invoice Amt: 680.00
 Invoice Due: 09/26/2018

Bill to: KE&G CONSTRUCTION INC
 5100 S ALVERNON WAY
 TUCSON AZ 85706-1976
 USA

Ship to: KE&G CONSTRUCTION INC
 170260
 MARANA PD
 11555 W. CIVIC CENTER
 TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	53	63323	Delivery	Net due 30 days	09/26/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/27/2018	912931	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	8.000	85.00	N	680.00
08/27/2018	912931	118R	928	TEMPERED WATER	GAL	295.200	0.00	N	0.00
08/27/2018	912931	118R	94000181	TEMPERED WATER SURCHARGE	CY	8.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	1.000	0.00	N	0.00

Please include invoice number
on checks & copy of invoices
with adjustments

Total Quantity: 8.000

State & Local Taxes 0.00 %

SUBTOTAL: 680.00
Tax : 0.00
Total : 680.00

REMIT TO:
 CALPORTLAND COMPANY
 PO BOX 847409
 LOS ANGELES CA 90084-7409
 USA

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

Thank you for your business!

ORIGINAL

Page: 1 OF 1



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93865629

Invoice Date: 08/28/2018

Invoice Amt: 1,360.00

Invoice Due: 09/27/2018

Bill to:
KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to:
KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	58	63323	Delivery	Net due 30 days	09/27/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/28/2018	913284	111R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	8.000	85.00	N	680.00
08/28/2018	913284	111R	928	TEMPERED WATER	GAL	295.200	0.00	N	0.00
08/28/2018	913284	111R	94000181	TEMPERED WATER SURCHARGE	CY	8.000	0.00	N	0.00
08/28/2018	913313	111R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	8.000	85.00	N	680.00
08/28/2018	913313	111R	928	TEMPERED WATER	GAL	295.200	0.00	N	0.00
08/28/2018	913313	111R	94000181	TEMPERED WATER SURCHARGE	CY	8.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	2.000	0.00	N	0.00

Please include invoice number
on checks & copy of invoices
with adjustments

REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

Thank you for your business!

ORIGINAL

Page: 1 OF 2



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer #	Sold To
1001181	1001181
Ship To	Bill To
5368834	1001181



INVOICE

Invoice No: 93865629

Invoice Date: 08/28/2018

Invoice Amt: 1,360.00

Invoice Due: 09/27/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	58	63323	Delivery	Net due 30 days	09/27/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price

Please include invoice number
on checks & copy of invoices
with adjustments

Total Quantity: 16.000

State & Local Taxes 0.00 %

SUBTOTAL: 1,360.00

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

Tax : 0.00

Total : 1,360.00

REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

Thank you for your business!

ORIGINAL

Page: 2 OF 2



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93867999

Invoice Date: 08/29/2018

Invoice Amt: 1,530.00

Invoice Due: 09/28/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	63	63323	Delivery	Net due 30 days	09/28/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/29/2018	913734	111R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	10.000	85.00	N	850.00
08/29/2018	913734	111R	928	TEMPERED WATER	GAL	369.000	0.00	N	0.00
08/29/2018	913734	111R	94000181	TEMPERED WATER SURCHARGE	CY	10.000	0.00	N	0.00
08/29/2018	913821	111R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	8.000	85.00	N	680.00
08/29/2018	913821	111R	928	TEMPERED WATER	GAL	295.200	0.00	N	0.00
08/29/2018	913821	111R	94000181	TEMPERED WATER SURCHARGE	CY	8.000	0.00	N	0.00
08/29/2018	913821	111R	RM900	RM STANDBY CHARGE	MIN	12.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	2.000	0.00	N	0.00

Please include invoice number
on checks & copy of invoices
with adjustments

REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

Thank you for your business!

ORIGINAL

Page: 1 OF 2



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93867999

Invoice Date: 08/29/2018

Invoice Amt: 1,530.00

Invoice Due: 09/28/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	63	63323	Delivery	Net due 30 days	09/28/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price

Please include invoice number
on checks & copy of invoices
with adjustments

Total Quantity: 18.000

State & Local Taxes 0.00 %

SUBTOTAL: 1,530.00

We impose a surcharge of 2.25% on the transaction
amount on all credit card products, which is not greater
than our cost of processing. We do not surcharge on
debit cards.

Tax : 0.00

Total : 1,530.00

REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

Thank you for your business!

ORIGINAL

Page: 2 OF 2



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010

E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93868000

Invoice Date: 08/29/2018

Invoice Amt: 850.00

Invoice Due: 09/28/2018

Bill to:
KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to:
KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	104	63323	Delivery	Net due 30 days	09/28/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/29/2018	913835	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	10.000	85.00	N	850.00
08/29/2018	913835	118R	928	TEMPERED WATER	GAL	369.000	0.00	N	0.00
08/29/2018	913835	118R	94000181	TEMPERED WATER SURCHARGE	CY	10.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	1.000	0.00	N	0.00

Please include invoice number
on checks & copy of invoices
with adjustments

Total Quantity: 10.000

State & Local Taxes 0.00 %

SUBTOTAL: 850.00

Tax : 0.00

Total : 850.00

REMIT TO:

CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
USA

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

Thank you for your business!

ORIGINAL

Page: 1 OF 1



1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

*RFI 230
Apron / Spillway add*

September, 2018

Core Construction

Attn: Jake Thomas
Re: Change order
RFI 230 apron/Spillway at scupper

Jake,

Items on this ticket reflect the labor materials and equipment for addition of an apron and spillway at the scupper located near the entrance to Parks and Rec Center.

Total requested \$ 1,355.68

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

**Scupper already in approved
PCO 1144**

Core Construction

Job Name:

KE&G Reference Job No.:

Description

Marana PD

170260

Install apron and spillway at scupper RFI 230

Date:

9/24/2018

Contractor:

KE&G Construction

Bid Item No.:

T&M #'s

LABOR COSTS

Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	Ticket #
ORDOVA-ENCINAS, RODOLFO	8819	3.00		\$20.00	\$30.00	\$7.00	\$81.00	1
VALENZUELA, GREGORIO	12634	3.00		\$15.00	\$22.50	\$5.25	\$60.75	1
ORTIZ, RAFAEL	28544	3.00		\$11.00	\$16.50	\$3.85	\$44.55	1
							\$0.00	
ORDOVA-ENCINAS, RODOLFO	8819	4.00		\$20.00	\$30.00	\$7.00	\$108.00	2
VALENZUELA, GREGORIO	12634	6.00		\$15.00	\$22.50	\$5.25	\$121.50	2
ORTIZ, RAFAEL	28544	4.00		\$11.00	\$16.50	\$3.85	\$59.40	2
							\$0.00	
TOTAL:		23.00	0.00					
LABOR TOTAL WITH MARKUP=							\$546.48	

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
On-Highway Light Duty Trucks	1098	2.00		\$25.01	\$2.16	\$50.02	1
On-Highway Light Duty Trucks	803	2.00		\$14.96	\$1.50	\$29.92	1
Tractor-Loader-Backhoes	4573	2.00		\$43.50	\$8.76	\$87.00	1
						\$0.00	
On-Highway Light Duty Trucks	1098	4.00		\$25.01	\$2.16	\$100.04	2
						\$0.00	
		10.00	0.00				
EQUIPMENT TOTAL WITH MARKUP=						\$307.03	

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount
CONCRETE 2500CLB 5CY		\$425.00
MATERIAL PURCHASED WITH MARKUP=		\$488.75

FORCE ACCOUNT SUMMARY

Ticket #s

Date:

9/24/2018

Re Cap

Install apron and spillway at scupper RFI 230

Labor Total		\$546.48
Owned Equipment Total		\$307.03
Material Total		\$488.75
Subcontractor Total		\$0.00
Subtotal		\$1,342.26
Texture Fees	1.000%	\$13.42
Bond	0.00%	\$0.00
Total		\$1,355.68

①



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm Core Date 9-18 20 18
Address Town of Marana - Police Station Job Address Scupper
Description of Work SubGrade and ABC for speeding-out the Scupper and Flatwork
Work Order No. _____ P.O. No. _____

Name of Employee	Occupation	Hours	Rate
Rodolfo Cordova	Foreman	3	
Gregoria Valenzuela	Concrete Finisher	3	
Jesús Felix Jr	Carpenter	3	
Rafael Ortiz	Labor	3	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
1098	F350 Ford 1999	2	
801	F250 Ford 2004	2	
4573	backhoe	2	

Materials Used	Rate

I hereby certify that this is a true and correct account of work done on above project.

Signed Jose A. CORE Signed Rodolfo Cordova
For _____

RFI 230



EXPECT MORE ... WE DELIVER!®

Phone: (800)469-8010
E-mail: cust_service@calportland.com

Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181



INVOICE

Invoice No: 93894597
Invoice Date: 09/19/2018
Invoice Amt: 850.00
Invoice Due: 10/19/2018

Bill to: KE&G CONSTRUCTION INC
5100 S ALVERNON WAY
TUCSON AZ 85706-1976
USA

Ship to: KE&G CONSTRUCTION INC
170260
MARANA PD
11555 W. CIVIC CENTER
TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	134	63323	Delivery	Net due 30 days	10/19/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
09/19/2018	920406	111R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	10.000	85.00	N	850.00
09/19/2018	920406	111R	928	TEMPERED WATER	GAL	369.000	0.00	N	0.00
09/19/2018	920406	111R	94000181	TEMPERED WATER SURCHARGE	CY	10.000	0.00	N	0.00
09/19/2018	920406	111R	RM900	RM STANDBY CHARGE	MIN	30.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	1.000	0.00	N	0.00

Spillway/Apron
5cy @ 85cy

\$425.00

Please include invoice number
on checks & copy of invoices
with adjustments

Total Quantity: 10.000

State & Local Taxes 0.00 %

SUBTOTAL: 850.00

Tax : 0.00

Total : 850.00

We impose a surcharge of 2.25% on the transaction
amount on all credit card products, which is not greater
than our cost of processing. We do not surcharge on
debit cards.

Thank you for your business!

EMIT TO:
CALPORTLAND COMPANY
PO BOX 847409
LOS ANGELES CA 90084-7409
JSA

ORIGINAL

RFI

To: Mike Rosso
Architekton
464 South Farmer Ave
Tempe, AZ 85281
Ph: 602-494-0800 Fax: 602-992-0648

RFI #: 230
Date: 9/10/2018
Job:
Phone:

CC:

Subject: Sidewalk Scupper Detail

Drawing: C104
Cost Impact: TBD

Spec Section: NA
Schedule Impact: TBD

Request: See attached sketch and photo of the Sidewalk and Scupper location at Lon Adams and the secured lot entrance. The Town and CORE reviewed the existing conditions and both agree that the resolution to avoid the existing new water meter box and the backflow shown in conflict with the sidewalk and scupper per the hand drawn sketch will work. Review attached showing us relocating the sidewalk and scupper per the sketch and adding a concrete apron between the street and the scupper opening and also adding a channel curb from the outlet of the sidewalk scupper to daylight out into the retention area. Please review and confirm.

Date Required: 9/10/2018

Requested by: Nas Ebrahim

CORE Construction, Inc..

Response:



Engineering Department

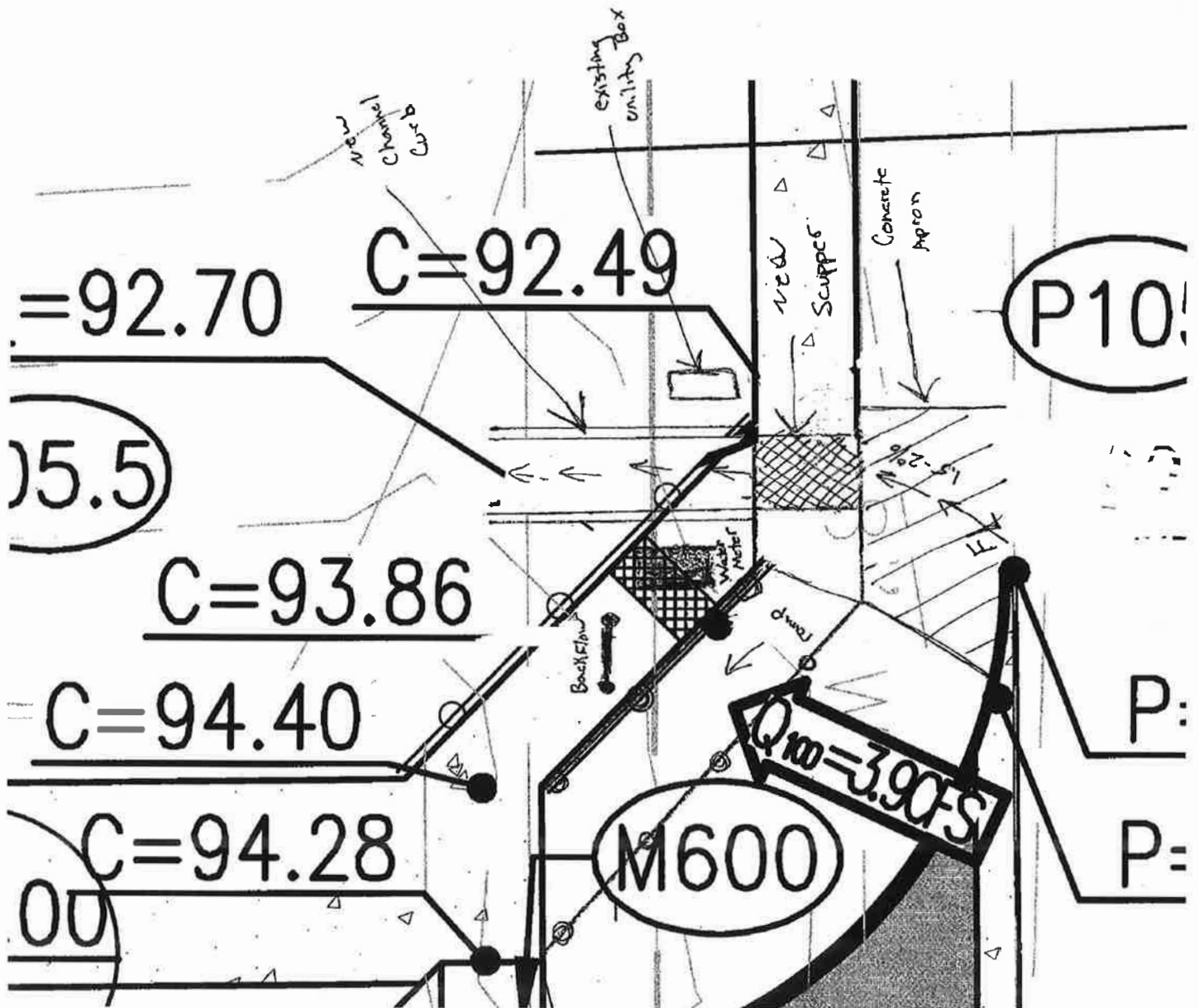
- ☒ No Exceptions Taken
- ☐ Make Corrections Noted
- ☐ Revise and Resubmit
- ☐ Rejected

BY: RWC & DT / Abacus
KS / Town of Marana **Date:** 09/11/2018

Answered by _____

Company _____

Date _____







1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

September, 2018

Core Construction

Attn: Jake Thomas
Re: Spillways behind wall openings

Jake,

Items on this ticket reflect the labor, equipment, and material to construct spillways under the modified wall openings. Work included additional toe-downs at the request of the Town.

Total requested \$ 2,381.71

**OK from Owner's Site
Contingency**

Regards,

Mark Campbell,

Mark Campbell

KE& G Construction

Core Construction

Job Name:

KE&G Reference Job No.:

Date:

Contractor:

Bid Item No.:

T&M #'s

9/13/2018

KE&G Construction

Description

Marana PD

170260

Place compact grade abc under flatwork, breezeway,north and east of building AND circles,

LABOR COSTS

Employee Name	Sort #	REG Time	Overtime	REG Rate	OT Rate	Fringe Ben.	Cost	Ticket #
PEDRIGO, ISMAEL	1082	5.00		\$20.00	\$30.00	\$7.00	\$135.00	1
PEDRIGO, DAVID	1085	5.00		\$17.00	\$25.50	\$5.95	\$114.75	1
DOMINGUEZ, DANIEL	36588	5.00		\$16.50	\$24.75	\$5.78	\$111.40	1
ARELLANO, JOSE	34704	5.00		\$20.00	\$30.00	\$7.00	\$135.00	1
BURRUEL BARCELO, MARCO	1027	5.00		\$14.50	\$21.75	\$5.08	\$97.90	1
VERDUGO, MARIO	72114	5.00		\$20.00	\$30.00	\$7.00	\$135.00	1
CONTRERAS, JUAN	36232	5.00		\$14.00	\$21.00	\$4.90	\$94.50	1
TOTAL:		35.00	0.00					
LABOR TOTAL WITH MARKUP=							\$947.08	

OWNER-OPERATED EQUIPMENT COSTS

EQUIPMENT	Number	Time	Stdby	HERR	Stdby Rate	Cost	
On-Highway Flatbed Trucks	709	5.00		\$26.09	\$3.06	\$130.45	1
Tractor-Loader-Backhoes	4561	5.00		\$76.63	\$16.51	\$383.15	1
On-Highway Light Duty Trucks	841	5.00		\$23.68	\$2.06	\$118.40	1
TOTAL:		15.00					
EQUIPMENT TOTAL WITH MARK UP						\$726.80	

MATERIAL COSTS

MATERIAL DESCRIPTION	Invoice #	Invoice Amount	
concrete	93846321	\$595.00	2
MATERIAL PURCHASED WITH MARKUP=		\$684.25	

FORCE ACCOUNT SUMMARY

Ticket #s

Date:

9/13/2018

Re Cap

Place compact grade abc under flatwork, breezeway,north and east of building AND circles,

Labor Total		\$947.08
Owned Equipment Total		\$726.80
Material Total		\$684.25
Subcontractor Total		\$0.00
Subtotal		\$2,358.13
Texture Fees	1.000%	\$23.58
Bond	0.00%	\$0.00
Total		\$2,381.71



KE&G CONSTRUCTION, INC.

AZ CONTRACTORS LIC. ROC 227963; ROC 227962
1601 PASEO SAN LUIS, STE 202 • SIERRA VISTA, ARIZONA 85635
PHONE (520) 458-9594
FAX (520) 458-2362

①

DAILY RECORD OF WORK PERFORMED ON TIME & MATERIAL BASIS

Firm _____ Date 8-15 & 8-16 20____
Address _____ Job Address _____
Description of Work prepped SC & poured spillways behind the wall
Work Order No. # P.O. No. _____

Name of Employee	Occupation	Hours	Rate
David Pedrego		5 1/2	
Daniel Dominguez		5 1/2	
Juan Contreras		5 1/2	
Jose Arellano		5 1/2	
Marco Burrnel		5 1/2	
Marid Verdugo		5 1/2	
Ismael Pedrego		5 1/2	

Equip No.	Type of Equipment	HOURS WEEK MONTH	Rate
709	Equipment Truck	5 1/2	
4581	Backhoe	5 1/2	
841	Forman Truck	5	

Materials Used	Rate
2500b 7 cy Marana ASP	
Also cut toe-downs on spillways @ Gregs request	
2 hrs on spillways * 3 on toe-downs	

I hereby certify that this is a true and correct account of work done on above project.

Signed
For

[Signature]
Core

Signed

[Signature]



Customer # 1001181	Sold To 1001181
Ship To 5368834	Bill To 1001181

INVOICE

Invoice No: 93846321
 Invoice Date: 08/14/2018
 Invoice Amt: 1,062.50
 Invoice Due: 09/13/2018



EXPECT MORE ... WE DELIVER!*

Phone: (800)469-8010
 E-mail: cust_service@calportland.com

Bill to: KE&G CONSTRUCTION INC
 5100 S ALVERNON WAY
 TUCSON AZ 85706-1976
 USA

Ship to: KE&G CONSTRUCTION INC
 170260
 MARANA PD
 11555 W. CIVIC CENTER
 TUCSON AZ 85775-0001

Customer P.O.	Cust Order #	Project/Order #	Shipped Via	Terms	Due Date
170260	100	63323	Delivery	Net due 30 days	09/13/2018

Ship Date	Ticket Number	Plant	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
08/14/2018	908311	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	10.500	85.00	N	892.50
08/14/2018	908311	118R	928	TEMPERED WATER	GAL	387.450	0.00	N	0.00
08/14/2018	908311	118R	94000181	TEMPERED WATER SURCHARGE	CY	10.500	0.00	N	0.00
08/14/2018	908414	118R	125344	2500 PSI 1" CL-B ADOT/PAG	CY	2.000	85.00	N	170.00
08/14/2018	908414	118R	928	TEMPERED WATER	GAL	73.800	0.00	N	0.00
08/14/2018	908414	118R	94000181	TEMPERED WATER SURCHARGE	CY	2.000	0.00	N	0.00
				ENVIRONMENTAL FEE	LD	2.000	0.00	N	0.00

$$704 \cdot 85 = 595.00$$

Please include invoice number
 on checks & copy of invoices
 with adjustments

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge on debit cards.

REMIT TO:
 CALPORTLAND COMPANY
 PO BOX 847409
 LOS ANGELES CA 90084-7409
 USA

Thank you for your business!

ORIGINAL

Page: 1 OF 2



3036 East Greenway Road
Phoenix, AZ 85032-4414
Phone: 602-494-0800
Fax: 602-992-0648

RFI

To: Mike Rosso
Architekton
464 South Farmer Ave
Tempe, AZ 85281
Ph: 602-494-0800 Fax: 602-992-0648

RFI #: 210
Date: 7/17/2018
Job:
Phone:

CC:

Subject: Existing Paving Grade

Drawing: C105
Cost Impact: TBD

Spec Section: NA
Schedule Impact: TBD

Request: Please see attached. Sheet C105 indicates to match existing paving along the south side of the secured parking lot. There are 3" of fall from the south east end of the parking lot to the east spillway. The pavement is level from the east spillway all the way to the south west end of the parking lot. Please advise how to get the water to drain out of this south area.

Date Required: 7/17/2018

Requested by: Nas Ebrahim

CORE Construction, Inc..

Response:

Norris Design is not responsible for grading and drainage. Please defer to EPS Engineering.

See attached concrete valley gutter
plan and details from EPS.
Michael Rosso
Architekton 7/30/18



Engineering Department

- ☒ No Exceptions Taken
- ☐ Make Corrections Noted
- ☐ Revise and Resubmit
- ☐ Rejected

BY: RWC & DT / Abacus
KS / Town of Marana

Date: 07/30/2018

Jason Kuklinski, 

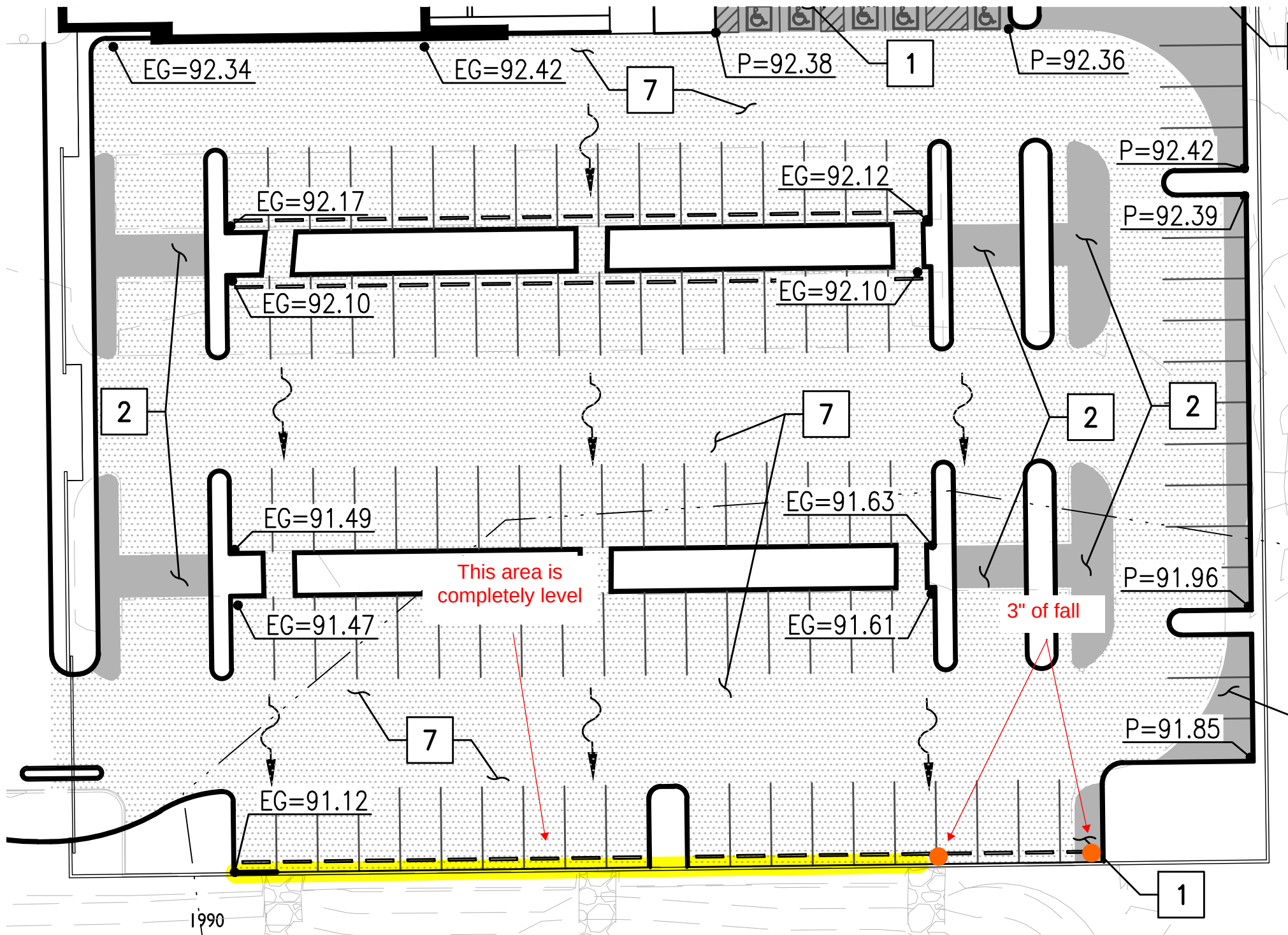
Answered by

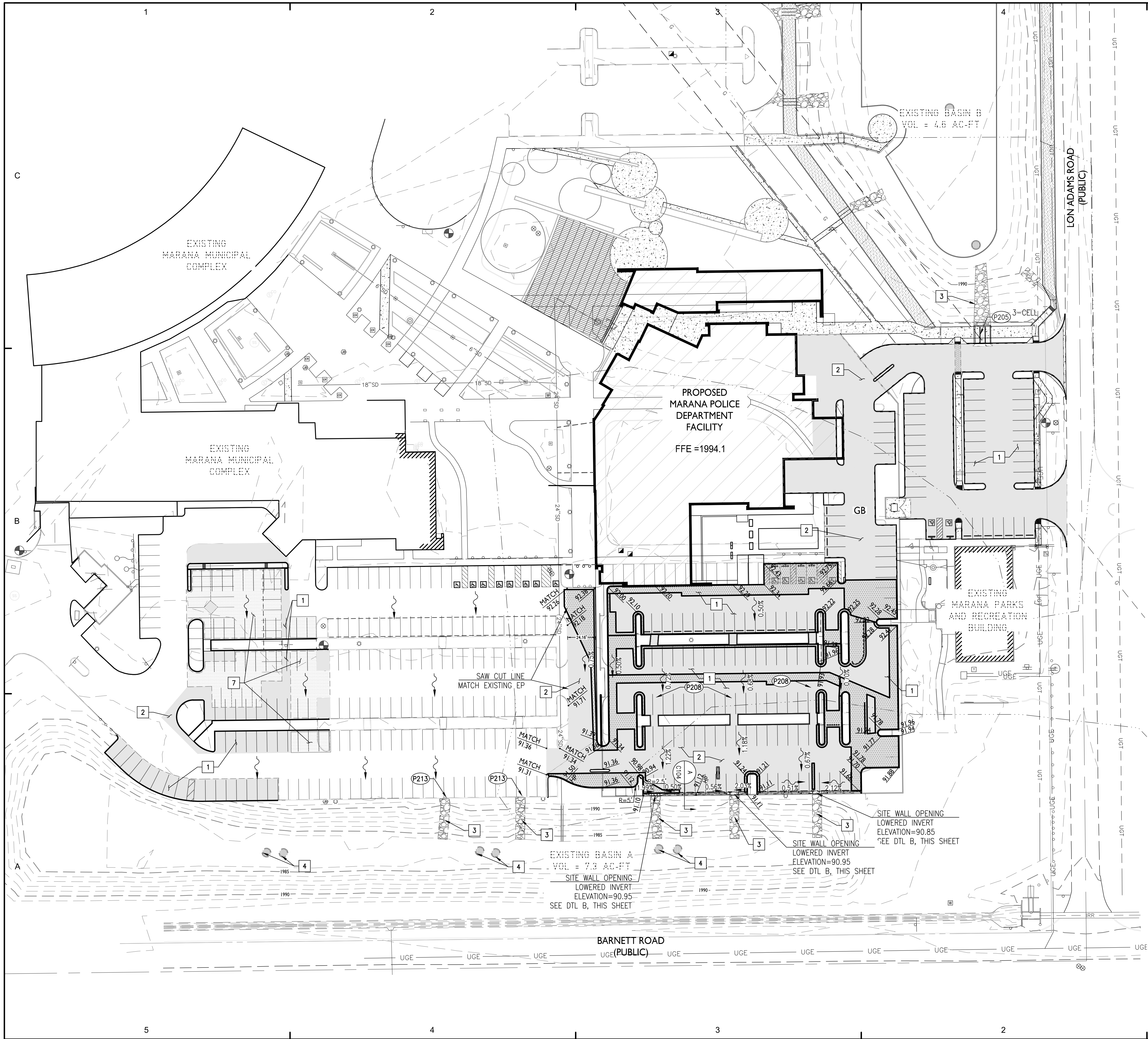
Norris Design

Company

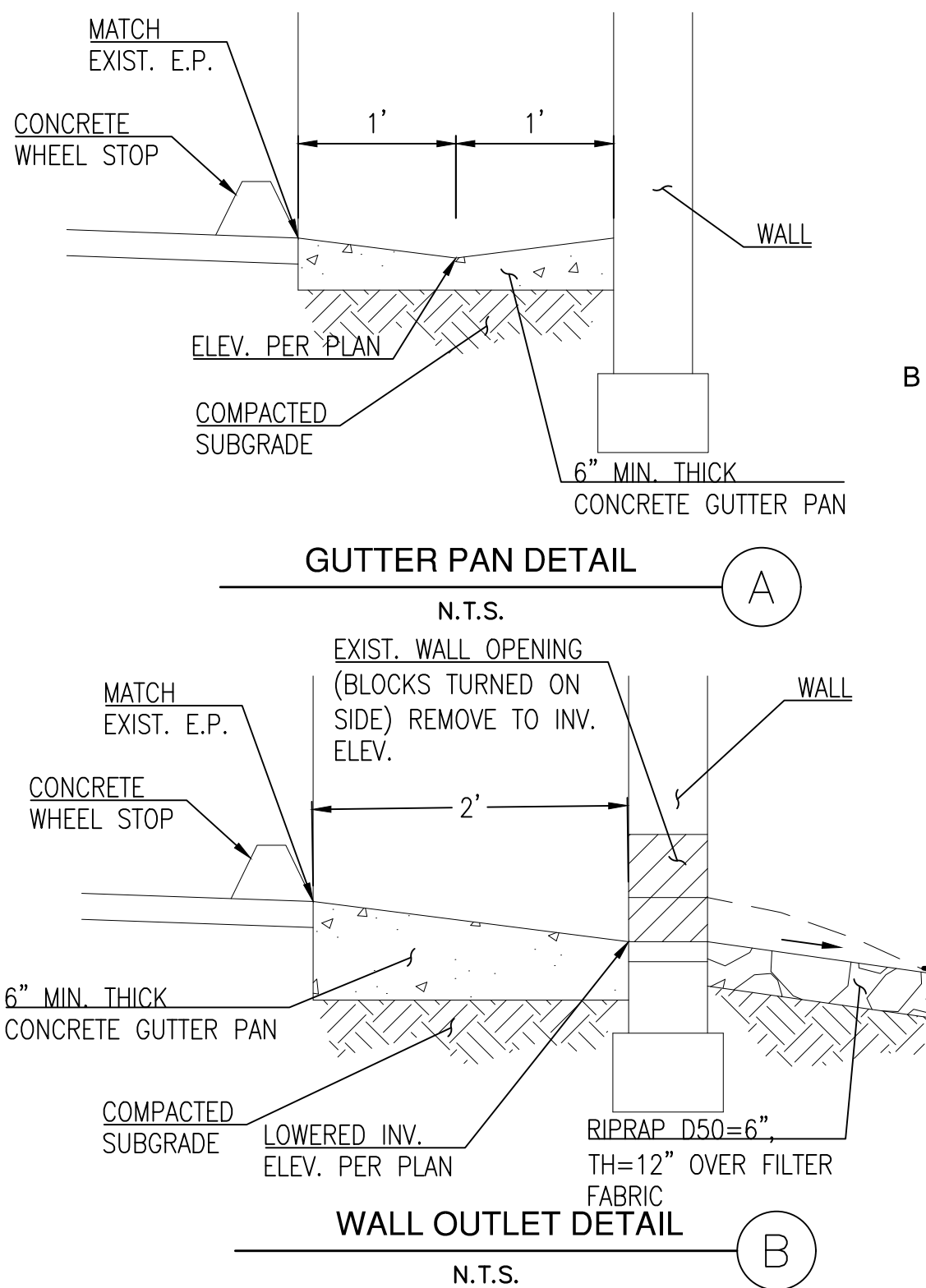
7/24/2018

Date

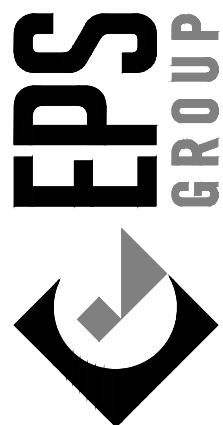




- KEYNOTES:**
- 1 ASPHALTIC CONCRETE PAVEMENT (3" AC OVER 6" AB)
 - 2 ASPHALTIC CONCRETE PAVEMENT (4" AC OVER 6" AB)
 - 3 REMOVE, GRADE AND REPLACE HAND PLACED RIP RAP D₅₀=6" THK=2'D₅₀
 - 4 EXISTING DRY WELL
 - 5 HANDICAPPED SYMBOL PAINTED ON PAVEMENT
 - 6 HANDICAP PARKING SIGN ON POST
 - 7 SLURRY SEAL COAT PER PAG STD SPEC 404
 - 8 VAN ACCESSIBLE PARKING SPACE WITH 5' WIDE AISLE
 - 9 STANDARD ACCESSIBLE PARKING SPACE
 - 10 NEW DRY WELL PER DETAIL SHEET C102.3
 - P105 HANDRAIL PER PAG SD 105
 - P200 5' CONCRETE SIDEWALK PER PAG SD 200
 - P205 SIDEWALK SCUPPER, TYPE 2 PER PAG SD 205
 - P205.5 SIDEWALK SCUPPER, TYPE 3 PER PAG SD 205.5
 - P208 CONCRETE VALLEY GUTTER PER PAG SD 208 MAX SLOPE=4%
 - P209 CONCRETE VERTICAL CURB, TYPE 2 PER PAG SD 209
 - P213 DEPRESSED CURB OPENING PER PAG SD 213
 - M600 CURB ACCESS RAMP PER MARANA SD 600
 - NEW PAVEMENT AREA, MATCH EXISTING (14,917 S.F.)
 - SLURRY SEAL (77,261S.F.)



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



ARCHITEKTON

TOWN OF MARANA PUBLIC SAFETY
FACILITY

#	DESCRIPTION	DATE
CD 02/10/17		

PAVING, GRADING
DRAINAGE PLAN

C104

Professional Engineer
No. 25208
FRANCIS ALLEN
HEMMAH
Exp. 09/30/20
Arizona, U.S.A.
Seal Signed 07/18

464 S Farmer Ave., Suite 101
Tempe AZ, 85281
T 480.894.4637
F 480.894.4638
www.architekton.com



Council-Regular Meeting

C3

Meeting Date: 06/04/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: June 4, 2019

Subject: Approval of the May 21, 2019 Regular Council Summary Minutes and the May 14, 2019 Study Session Summary Minutes (Cherry L. Lawson)

Attachments

05/21/2019 Regular Council Meeting Summary Minutes

05/14/2019 Study Session Meeting Summary Minutes



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers May 21, 2019, at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, 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:

Mayor Honea called the meeting order at 7:01 p.m. **Deputy Town Clerk Hilary Hiser** called the roll. Vice Mayor Post, present; Council Member Bowen, present; Council Member Comerford, present; Council Member Kai, present; Council Member Officer, present; Council Member Ziegler, present. A full quorum was present.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE:

Led by Mayor Honea.

APPROVAL OF AGENDA:

Vice Mayor Post motioned to approve the agenda, with a second provided by Council Member Kai. The motion passed 7-0, unanimously.

CALL TO THE PUBLIC

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Ziegler attended the National Kids to the Park event hosted by the Parks and Recreation Department. She complimented the Parks Department on a successful event at Crossroad District Park noting the activities provided to the public created a very nice family friendly event for residents.

Vice Mayor Post reported he was impressed with his first Sun Corridor Meeting. He is excited to work with the other members to encourage economic development opportunities in the region.

Mayor Honea stated he met with the CEO of the Pima Association of Governments (PAG) / Regional Transportation Authority (RTA) to discuss various regional projects. He informed the Council of possible changes to the allocation method of RTA monies for regional transportation projects. **Vice Mayor Post** commented about the need for Marana to remain active in the RTA and to advocate for transportation projects that would directly impact residents. **Council Member Comerford** agreed for the need to remain aware of any changes that occur regarding RTA funding priorities that might impact future town projects.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS:

Town Manager Jamsheed Mehta stated Saturday, May 25, 2019 would be another free music in the park event at Crossroad District Park. Also, Mr. Mehta reported the Tangerine Road Improvement project received the John Martin Project of the Year – Diamond Level Award.

PRESENTATIONS

CONSENT AGENDA:

Council Member Ziegler motioned to approve the consent agenda, with a second provided by Vice Mayor Post. The motion passed 7-0, unanimously.

C1 Resolution No. 2019-043: Relating to Administration; rescinding Resolution No. 2014-060 designating Erik Montague to act on behalf of the Town of Marana with respect to all documentation and communications related to emergency management funding; designating Yiannis Kalaitzidis to act on behalf of the Town of Marana with respect to all documentation and communications related to emergency management funding (Kristin Taft)

C2 Resolution No. 2019-044: Relating to Development; approving a preliminary plat for Gladden Farms Blocks 36 and 40 Lots 1-176, Common Areas "A-1" - "A-7" (Landscape, Utilities and Drainage) and "B-1" - "B-5" (Functional Open Space, Landscape, Utilities and Drainage) at the southeast corner of N. Midfield Road and W. Mike Etter Blvd. (Steven E. Vasquez)

C3 Resolution No. 2019-045: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of

political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover police vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Libby Shelton)

C4 Approval of the May 7, 2019 Regular Council Meeting Summary Minutes (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION:

A1 PUBLIC HEARING: Resolution No. 2019-046: Relating to Budget; adopting the fiscal year 2019-2020 tentative budget (Yiannis Kalaitzidis)

Mayor Honea opened the public hearing at 7:12 p.m. **Finance Director Kalaitzidis** stated the tentative budget for fiscal year 2019-2020 (FY 19-20) will established the town's expenditure limitation for spending authorized for the next year. Mr. Kalaitzidis explained that the tentative budget included the spending levels for town operations, and also the expected revenue levels for all of the town's funds. Mr. Kalaitzidis noted that the five-year Capital Improvement Program (CIP) schedule reflects a \$1.2 million for reconstruction for Continental Ranch Phase III. This increase was due to unanticipated revenues coming into the transportation fund above the previous budget projection.

Mr. Kalaitzidis stated the FY 19-20, total budget increased by 1.5 percent, or \$2.1 million over the previous year's budget. He did clarify that the tentative budget includes a slight increase of about \$568,000 from the previously presented manager's recommend budget. Mr. Kalaitzidis specified that this change was due to clarification of some items and the inclusion of other items related to several CIP projects missed from the previous presentation. The additional projects included are the downtown visitor's center, the parks master plan, the maintenance yard re-pavement project, and the Adonis Subdivision drainage improvements. *(The complete PowerPoint presentation presented to the Council is on file with the Town Clerk in the official copy of the council agenda packet.)*

Mr. Kalaitzidis reviewed the town's revenue sources, noting decreases in sales tax revenue reflecting the repeal of the half-cent sales tax and an increase in loans related to the construction of the new water treatment plants. Also, he briefly reviewed the projected expenditures of FY 19-20 drawing the Council's attention to a slight increase for personnel and benefits costs. Mr. Kalaitzidis emphasized that the tentative budget is structurally sound and makes significate one-time investments in key projects. Additionally, the presented budget reflects an estimated \$28.4 million in the reserve

fund with the assumption that all revenues are received and all of the anticipated budget expenditures are spent.

Delving a little deeper into the personnel and benefits expenditures, **Mr. Kalaitzidis** stated the tentative budget authorizes 11 new positions, an upgraded employee rewards and recognition program, inclusion of the New Year's Eve holiday as a permanent recurring item, a new parental leave initiative, and budget capacity for the tuition reimbursement program.

Council Member Comerford asked for exact figures for the new programs. **Mr. Kalaitzidis** responded that the employee recognition program has \$51,000.00 budgeted, the New Year's Eve Holiday is anticipated to cost \$41,000, the parental leave is \$48,000, and tuition reimbursement is budgeted at \$25,000.

Council Member Bowen asked if the tuition reimbursement was the resurrection of an old policy. **Town Manager Mehta** stated the policy was approved by Council several years ago; however, the town has not funded it until now based on Council direction. **Council Member Ziegler** asked when the employees would be notified of the program. Mr. Mehta responded that employees would be notified in early July.

Mr. Kalaitzidis also noted certain changes to salary compensation in the tentative budget. First, each paygrade in the adopt salary schedule will increase by three percent moving the whole grade range up by three percent. An employee will only be moved if that employee's salary is below the new minimum paygrade. Mr. Kalaitzidis stressed that the paygrade increase was completely separate from the performance based pay adjustments eligible employees can receive.

Council Member Ziegler expressed confusion between the three percent paygrade adjustment and performance based adjustments. **Mr. Kalaitzidis** clarified that the paygrade adjustment moves only the grade range up and is independent from the performance based adjustment. **Council Member Bowen** asked if the 3.5 percent performance adjustment is a minimum. Mr. Kalaitzidis stated that 3.5 percent is the maximum possible award determined by policies regarding an employee's performance and behavior during the previous fiscal year.

Council Member Comerford expressed several issues with the CIP budget plan. She wanted additional information regarding the condition of roads within the town and she also indicated a desire for the tentative budget to appropriately plan for future roadway construction before investment in special amenities.

Council Member Bowen asked if there were any significant changes in the percentage of expenditures compared to previous years. **Mr. Kalaitzidis** stated that the percentage change of operation related expenditures remained relatively stable per any given year with only slight increases.

Council Member Ziegler asked several questions related to the authorized personnel positions in the Town Manager's Office, the Parks Department, and the Water Department for the new fiscal year. **Mr. Mehta** responded that several positions were currently in the recruitment process, certain other positions were moved from one department to another, and other positions were reclassified. Council Member Ziegler expressed some confusion regarding scope of job functions between managers, supervisors, and leads. Mr. Mehta clarified that those names are not part of the position title, but denote position responsibilities and are included in the position description.

Council Member Ziegler also asked for a progress update regarding the Adonis Road improvements. **Town Engineer Keith Brann** responded that the developer has submitted 50 percent concept plans which staff has reviewed and provided comments. Mr. Brann informed the Council that the Center Arizona Project's (CAP) plan comments focused on the structural design of the road over the CAP pipe. He noted that the developer's engineers did not account for this necessary additional structural design, thus pushing the construction timeline out.

Council Member Comerford asked if the presented CIP budget item for Adonis accounts for this structural design. **Mr. Brann** replied that the current Adonis Road budget item is related to the acquisition of the right-of-way for the project. Council Member Comerford asked when the project would be shovel ready. Mr. Brann stated that the construction timeline is dependent on the timeline for review of the plans. **Council Member Ziegler** asked that staff keep the residents in that area informed regarding the timeline for construction.

Vice Mayor Post asked if staff could budget for a construction contingency regarding Adonis Road as it relates to the structural design for the CAP pipe. **Mr. Kalaitzidis** answered that there are several budget options to address this issues which staff can use at the Council's direction.

Mayor Honea closed the public hearing at 8:17 p.m.

Vice Mayor Post motioned to approve Resolution No. 2019-046 adopting the fiscal year 2019-2020 tentative budget, with a second provided by Council Member Officer. The motion passed 6-1, with Council Member Comerford voting no.

A2 Resolution No. 2019-047: Relating to Public Works; approving and authorizing an updated version of the Town of Marana Stormwater Management Plan as required by state and federal law (Paula Bluemer)

Environmental Project Manager Paula Bluemer briefly reviewed the regulatory history establishing the municipal storm sewer system program. She noted Marana was issued a small MS4 general permit in 2002 and established its first stormwater management program in 2003, with a revision to the plan in 2007. MS4 stands for "multiple storm

sewer separator system” which denotes a municipality that divides its local wastewater from stormwater by using a separate water conveyance system.

Ms. Bluemer stated Marana is a small MS4 community due to its proximity to the Tucson metro area. She explained the state made significant changes to the MS4 General permit which warrants a rewrite to the town’s Storm Water Management Plan (SWMP). Ms. Bluemer specified that the SWMP is a program document outlining the Town of Marana’s requirements under the MS4 permit set forth by the Arizona Department of Environmental Quality (AZEDQ). The SWMP is both an administrative document with policies and also a procedures guide defining the Town’s efforts to meet the minimum control measures specified in the permit.

Ms. Bluemer briefly reviewed the town’s efforts to satisfy the minimum control measures required for continued compliance as a permit holder. The six areas are 1) providing public outreach and education opportunities; 2) provide public involvement and participation in the SWMP; 3) implementing an illicit discharge detection and elimination program; 4) actively involved in construction activity with stormwater runoff control plans for new construction sites; 5) monitoring post-construction stormwater management; and 6) incorporating best practices for pollution prevention and good housekeeping for municipal operations.

Ms. Bluemer identified the major changes to the MS4 permit, which include wet weather monitoring of the Santa Cruz River for increased levels of ammonia and E.coli. Also, an increased requirement for training municipal field staff to help identify possible illicit non-storm water discharges. The final change requires the town to provide additional information/content on its website regarding stormwater. Ms. Bluemer stated the revised SWMP presented to Council incorporates additional procedures that demonstrate how the town intends to comply with new changes in the permit.

Council Member Ziegler asked for clarification regarding the increase for training for field staff. **Ms. Bluemer** explained the increased training requirement would include additional identification resources for field staff and a protocol for field staff reporting illicit discharge.

Vice Mayor Post asked if there were other changes to the permit requirements in addition to those presented to Council. **Ms. Bluemer** responded that there are a variety of changes to how the program is structured and how the town maintains records related to the program, in addition to the new program operation changes highlighted during the presentation. Vice Mayor Post asked if these additional changes were also regulatory changes imposed on small businesses. Ms. Bluemer stated all the changes and requirements impact the town’s operations only as the permit holder. She further explained that the SWMP is not a regulatory document for businesses in the local community, but a policy and procedures document for town operations.

Council Member Officer asked clarifying questions regarding the town’s water monitoring stations and collection sites for the Santa Cruz River. **Ms. Bluemer** identified the town’s designated water outfall locations based on their proximity to

official rain gage stations and explained the collection procedures during wet weather events.

Council Member Bowen asked how the town monitors all the stormwater outflows. **Ms. Bluemer** explained the permit requires rotating monitoring of all sites on a quarterly basis.

Council Member Kai motioned to approve Resolution No. 2019-047, with a second provided by Vice Mayor Post. The motion passed 7-0, unanimously.

ITEMS FOR DISCUSSION / POSSIBLE ACTION:

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

Development Services Director Jason Angell explained the enhancements to the town's current and proposed projects website page. He noted that the webpage provides multiple tabs to quickly review information regarding various projects from town infrastructure construction to private development projects. Mr. Angell directed the Council's attention to graphic improvements denoting new items on the website. The revised website is more user-friendly and easier to navigate for the public. Council took no formal action.

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

Town Manager Jamsheed Mehta briefly reviewed pending legislation. He noted that the state budget is pending. Also, staff continued to monitor the Wayfair bill that might provide additional sales tax revenue from online sales to the state and local jurisdictions. Mr. Mehta reported that there is a proposal to repeal the highway safety fee of the next five years. He cautioned that this repeal does not have a replacement fee structure, which could impact HURF funds to local jurisdictions. Finally, Mr. Mehta said there is a proposal for additional funding related to school safety officers that staff continued to monitor. Council took no formal action.

EXECUTIVE SESSIONS

E1 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.

E2 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

FUTURE AGENDA ITEMS

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

ADJOURNMENT:

Mayor Honea motioned to adjourn at 9:01 p.m., with a second provided by Council Member Officer. The motion passed 7-0, unanimously.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on May 21, 2019. I further certify that a quorum was present.

Hilary H. Hiser, Deputy Town Clerk



**MARANA TOWN COUNCIL
STUDY SESSION**

**11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 14, 2019, at or after 6:00 PM**

Ed Honea, Mayor

Jon Post, Vice Mayor

David Bowen, 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

Mayor Honea called the meeting to order at 6:04 PM and direct the Clerk to call the roll.

Mayor Honea, Vice Mayor Post, Council Member Bowen, Council Member Comerford, Council Member Kai, Council Member Ziegler and Council Member Officer were present, constituting a quorum of the Council.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

Mayor Honea led the Pledge of Allegiance followed by a moment of silence being observed.

APPROVAL OF AGENDA

Mayor Honea asked for a motion to approve the agenda. Vice Mayor Post moved to approve the agenda Council Member Bowen seconded the motion. Motion passed unanimously, 7-0.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Related to Development Services; a presentation on the status of the Make Marana 2040 General Plan (Jason Angell)

Development Services Director, Jason Angell, provided an overview of the status and introduced **Filipe' Zubia, Matrix Design Group** to provide a PowerPoint Presentation overview of Make Marana 2040 General Plan (*on file in the Town Clerk's Office*). Below highlights some of the areas of the PowerPoint.

1. Project Update

- Phase 1
 - Project Start Up
 - Existing Conditions/ Map Atlas
 - Visioning & Scenario Planning
- Phase 2
 - Draft General Plan Elements (*We are here*)
- Phase 3
 - Public Hearings
 - Voter Ratification
- Map Atlas (Existing Conditions)
 - Assessment of Marana's existing conditions
 - Illustrative book of maps and data
 - Background information for the General Plan
- Community Workshop Results, #1, #2, #3
 - Top Opportunities**
 - Quality Housing
 - Open Space / Natural Resources
 - Opportunity for Trail Connectivity
 - Room for Growth
 - Development of Downtown
 - Top Issues**
 - Water quality & quantity
 - Lack of public transportation
 - Lack of housing diversity

Council Member Ziegler asked about the nature of the housing diversity. **Mr. Zubia** responded by stating lot size was not an issue, rather it was related to the type of housing such as higher density with mixed use. People like the idea of having mixed use activity center that is centrally located in the downtown area or along Tangerine

Roadway, also the high end quality house as defined by the quality of structure, architecture, and price point.

- Lack of entertainment, retail, and dining
- Lack of development north of Twin Peaks and west of I-10

Community Workshop #1: Visioning Exercise

Marana is a vibrant, active, and diverse town that embraces civic spirit and a unified sense of community. We pride ourselves on having quality neighborhoods and infrastructure that supports sound economic growth. The Town will grow in a manner that ensures safety and promotes healthy living through development that improves our community and retains our shared values.

Council Member Comerford asked how many staff versus members of the public attended the workshops. **Mr. Zubia** stated approximately 50 members of the public have attended the workshops, including the online survey by which more than 100 persons responded.

Community Workshop #2: Transportation Planning Exercise

- Common Themes:
 - New roadways connecting Dove Mountain to I-10
 - New I-10 interchange at Moore Road
 - I-10 interchange improvements to Cortaro Road, Marana Road, Avra Valley Road, and Tangerine Road
 - Roadway improvements to Tangerine Road
 - Extending the trail system along the Santa Cruz River
 - New trail corridors along Tangerine Road
 - Looped transit route extensions
 - Transit connecting Dove Mountain, Downtown Marana, Gladden Farms, and Marana Regional Airport

Scenario Planning Exercise

- Common Themes:
 - Higher densities and intensities located along Tangerine Road
 - Clustered densities in Tortolita foothills
 - Mixed use near Tangerine and I-10 interchange
 - Transitional residential densities adjacent to Dove Mountain
 - Marana Regional Airport as Mixed Use Hub
 - Community Parks supporting new residential
 - Need for Community Recreation facility in the Tangerine Corridor Focus Area

Community Workshop #3

- Land Use
- Housing
- Downtown

2. Key Issues and Goals

- MPA Changes
 - **West Expansion:**
 - Extend West from Trico Road
 - Extend to Ironwood National Monument
 - Comprises 25.21 square miles
 - Future Circulation Network
 - Future Land Use
 - Parks and Recreation
 - **East Expansion:**
 - Extend to Oro Valley Planning Area
 - Thornydale
 - Shannon
 - Magee
 - La Cholla
 - Orange Grove
 - Arthur Pack Regional Park
 - Foothills Mall Area
 - Comprises 12.19 square miles

Council Member Comerford questioned the directional areas of expansion from east to west that were considered in addition to the MPA Changes. She asked whether there were any considerations in the north area of town. **Mr. Zubia** stated they looked at the area as lacking in infrastructure at this time. She stated that she understands 2040, I-11 will not happen before 2040, as there are more things happening north of I-10 currently. **Mr. Zubia** added they not only looked at infrastructure, but other planning areas as well. When they did look at that area, Eloy comes down to the northern boundary.

Council Member Comerford stated she does not feel as though Marana's history was taken into consideration. She is surprised that Town staff did not consider the northern area of the Town. She asked whether **Mr. Zubia** had driven towards the east and west end of town. **Mr. Zubia** stated he had as he spent 10 years in the Southern Arizona area, is a graduate of the University of Arizona, and started his career in this area. He is in fact very familiar with the area. **Council Member Comerford** asked she would like to understand **Mr. Zubia** feel it would be beneficial for Marana to look to the west which has nothing to do with the lifestyle of residents living in Marana.

Vice Mayor Post stated the current planning boundary touches Eloy planning boundary. **Mr. Zubia** confirmed that it does. **Vice Mayor Post** stated Marana is not looking at annexation, but rather the planning boundary. **Council Member Comerford** replied stating, she does not understand why staff did not look any further than the west, and not look at the northern area.

Mr. Angell provided clarification of the map analysis explaining the existing Town planning boundaries. As part of the overall consideration of going east and west, staff looked at the surrounding planning boundaries around Marana. Between Eloy and the City of Tucson, Oro Valley as well as the natural barriers and determine where the gaps lie within those planning areas surrounding Marana. That was the reason why staff looked at identifying those areas to the west and to the east. Based upon some of the feedback and conversations that they had with a variety of citizen members, as well as community members that came forward early on in the process to identify opportunities for future growth in the community.

Mr. Zubia stated they are open to looking further if that is the Council direction. He pointed out one other factor to the north is Marana is capturing potential future switching yard with the UP Rail Line as that is part of the current planning area. They believe it is a benefit to the plan area. **Council Member Ziegler** stated she agrees with **Council Member Comerford** to the west; she would like to see something done with the airport. Interstate 11 is far away in the future—she understands why it is on the map. Though Council needs to realize this is a pipe dream at this point. **Mr. Zubia** stated him nor are staff making any recommendations at this point for the western boundary.

Town Manager Jamsheed Mehta commented on the discussion surrounding the I-11 interchange stating the purpose of long-range planning is to determine what possibilities exists for the Town. This is not in the hands of the Council, but the state or even a national initiative. Regarding I-11, it is a component of the General Plan; assuming that two or four (2-4) years, I-11 alignment is finalized and integrated into our plan, it allows for Marana to do advance planning. In the event there is property developed, subdivided it will recognize those future alignments. While I-11 may appear to decades into the future for planning purposes, we do need to recognize that it will happen at some point. It is best to incorporate it now into the planning process, Marana will miss that chance for preserving a corridor. That would be the municipal responsibility as well as it controls the land use not the federal or state government.

Mayor Honea responded to the comments from **Council Members Comerford and Ziegler** stating, he believes Marana's future is to the north, and I-10 is in place and has been paid by someone other than the Town. The switching yard, the Walden's property has a designation as a free trade zone that can be beneficial to the Town of Marana. Growth is occurring on I-10, I-11 may happen in the future. He concurs with **Mr. Mehta** and look at some of the pathways that they want to protect. Marana's future is more

north than it is west or east. **Mr. Zubia** stated he believes the communities to the north surrounds the planning area. There is a planning area—Eloy butts up to Marana. He asked for direction in addressing that. **Mayor Honea** stated he has had several conversations with the Mayor of Eloy. Eloy is approximately 15 miles away; Marana borders up to the airport. He commented on the public safety factor of the community stating the Pinal County Supervisor and the Pinal County Director of Economic wants Marana to annex the airport. Marana has support from Pinal County. **Mr. Zubia** stated he will continue to work with Town staff to look at the planning areas as well as annexing into the surrounding airport area and report the details back to Council at a later date.

- Future Circulation
 - **Northeast of I-10**
 - Thornydale access to Dove Mountain
 - Dove Mountain 2nd point of access
 - Moore Rd. Interchange
 - Avra Valley Road extension
 - **Southwest of I-10**
 - I-11 recent alignment and proposed connection to I-10
 - Trico extension north
 - Moore Rd. extension west
 - Silverbell Rd. extension west
- Future Land Use

Mr. Zubia discussed the current and possible future density of the Marana community stating in the area of employment (purple map area) represents industrial type uses and commercial type uses. Those areas are in that location to protect the airports. You are allowed some of the uses, but they are recommending restricting some of these uses to residential units in those areas in order to preserve the airport functions, as well as support employment in those areas. The green areas of the map are open space areas were not previously on the plan; however, they identified within the land use plan the light green area of the map are existing, entitled master plan communities. With already approved developments, their density is govern by its approved plans. Special Planning areas: category relates to state lands where there is an opportunity for future planning growth. They wanted to identify those so that staff and Council would have the opportunity to communicate with state land to discuss future opportunities and development.

The residential category have been bifurcated into two categories. The first is the rural category: which allows up to one unit per neighbor—those are units which are essentially current rural designation within the future land use. This would stay the same. The other residential category (yellow category) is the traditional residential land use, referred to any residential category above one unit per acre. **Mr. Zubia** explained, it would allow the staff and Council a lot more input when you get into entitlement and zone process.

He said General Plans are becoming a second layer of plans for zoning. When you look at a community, one would be able to see five categories of commercial, 10 categories of residential it becomes a rigid document. **Mayor Honea** stated he does not agree with **Mr. Zubia's** comment as Marana had three categories: low, medium and high. The low has always been two residents per acre or less, and Marana has used that extensively along Dove Mountain Boulevard, Tangerine Roadway and other roads. That has been the zoning overlay for the General Plan it use. He asked whether Marana's current plan would diminish under the proposed plan. **Mr. Zubia** stated the category would become a part of the traditional; however, the tools are still in place to allow staff to actually do what needs to be accomplished in that area that includes: 1) regulate the densities by zoning; 2) through other design factors such as buffering, open space, transitioning densities, and design.

- Implementation

Mr. Zubia explained that the exhibit shows how effective the policies become in the General Plan when you are able to write policies that dictate high density residential cannot go next to low density residential without a buffer. Currently, this does not exist in the current General Plan. This would be an improvement over the policy of what staff is dealing with today – this is something that they and staff are looking at; not suggesting any recommendations at this time. He encouraged Council to submit its thoughts or suggestions of where the plan can be improved upon, or even if Council prefers its current plan. **Mayor Honea** stated he prefers the current (old) plan and ensures they used low density residential more than any other General Plan and tool over the last 10 years and it was always two RAC or less. He has a problem with losing that too.

Council Member Ziegler stated Council needs to be mindful of those who took the survey and honor the desire of a changing community. She acknowledged generally speaking, Council desire to have a lower density neighborhood that is not the message she hears from persons in the community. Council needs to be more flexible and diverse in its view of the Marana community. **Mr. Zubia** affirmed that the goal is not to remove two RAC's that this it is a tool that is handled through zoning.

Mayor Honea stated when Council developed the low density two RAC, they had buy-in from the Sonoran Desert Conservation Group who helped to approve that plan. Many groups and engineering outlets were involved in the two RAC plan for Marana, thereby eliminating complaints and challenges. That is the reason why he advocates for this tool. **Council Member Ziegler** encouraged Council to be forward thinkers in this process (using parks as an example). She suggested having an enclosed recreation center. The next time the Town is approached for a housing community, that it should say rather than include a park, build a recreation center.

Council Member Comerford stated Council's desires will depend upon the market. She does not want future councils to have to fight about the decisions this Council has made in relation to the General Plan. It will require some major policy writing. Council cannot leave it up to staff, as Council was elected to handle the matters of the Town. Council cannot provide blanket administrative approvals for this process. **Council Member Bowen** stated (referring to the map) the illustration has attempted to clarify Council's thought when it considered it. However, Council had to on a case-by-case basis, and review previous decision-making when approached by a developer. Something like this [plan] allows Council to not have to review every single plan that comes forward. He likes the idea of having this process formalized. This will allow staff to handle the process based upon policy so to avoid it having to come back to Council each time.

Mr. Zubia stated one way to ensure Council has an opportunity to review the plan every time is to start with a rule. He explained if there are no developments or entitlements, then it starts as a rule category. Anytime someone proposes to develop, they would have to an entitlement, plus a General Plan amendment to get the category they are seeking. Currently, the map functions that way.

- Parks and Recreation

Mr. Zubia stated they have identified all of the known existing parks and trails as well as highlighting trail commitments for future trails that will connect to the existing trail system. He is aware that Marana is currently moving towards a comprehensive Parks Master Plan, and as such, they would recommend allowing that process to go forward – a good way to ensure that it flows into the General Plan is to develop goals or policies.

- Goals & Policies

- Open Space and Recreation

- Marana supports a healthy, active community through a high-quality park and recreation network accessible throughout Town, to all residents.
 - Marana values the natural desert landscape and strives to ensure that new development is designed in a sensitive manner.
 - The Santa Cruz River is an iconic open space spine that provides opportunities for active and passive recreation that is designed to respect the riparian habitat.

- Economic Development

- The Town provides a business environment attractive to high-tech industries.
 - The Marana Regional Airport is a mixed-use regional and national destination for employment, shopping, and entertainment.

- Marana partners with post-secondary educational institutions to maintain a highly-educated workforce.
- Land Use and Placemaking
 - Downtown Marana is the central gathering place in the community for culture, events, and entertainment.
 - Marana promotes cluster development techniques in environmentally sensitive areas to protect and conserve the long-term sustainability of natural resources.

3. General Plan Outline

- Four Sections

Mr. Zubia reviewed the four sections of the General Plan outline and stated the state requires a community with a population total of 50,000 people to have 17 elements. With the input of the community, they have developed 21 elements. The additional elements include: economic development, arts & culture, sustainability and others. They have included four additional elements above what is required by the state. The fifth component that has not been included within the plan map atlas is the implementation section. This is something that they do early on with the communities that they work with, as the plan comes down to the implementation process of it.

- **Introduction**
- **Built Environment:** Growth , Land Use, Cost of Development, Housing, Transportation, Bicycling, Public Services and Facilities, Public Buildings
- **People and Community:** Economic Vitality, Public Safety, Recreation, Arts & Culture, Neighborhood Preservation and Revitalization, Conservation, Rehabilitation, and Redevelopment
- **Resources and Sustainability:** Open Space, Water Resources, Environmental Planning, Conservation, Energy
- Total of 21 Elements

4. Next Steps

- Project Schedule

Mr. Zubia explained he and Town staff will come back to Council with more details about land use and how that zoning flows into the implementation of the General Plan. They will take the input that has been provided by Council and incorporate it into the Plan and provide additional clarity as to how this can be accomplished effectively. Finally, they will provide staff at the end of June a copy of results of that document, before it is released to the public for the required 60 day review. Council will have an opportunity to review the document before it is released in July through September. Even after Council has reviewed the Plan and it is reviewed by the public, it will not be a

closed process. The public hearing process is not anticipated to begin until sometime in October.

Council Member Bowen stated he and **Council Member Comerford** noted that there was not a great deal of the community involved in the process as there were only 50 people in attendance at the meetings, and the same or more online. He asked whether **Mr. Zubia** had experienced the same level of citizen engagement participation in other areas. **Mr. Zubia** replied stating unfortunately citizen participation has been seen low locally as well as in the Metro Phoenix area. The only time that it changes is when there is a competing zone issue. **Council Member Bowen** inquired as to the Council engagement in the process as there is the public engagement forum where citizens meet to discuss or review the plan. He asked whether there are any plans to have a Council engagement to allow Council to engage and discuss prior to the Plan being released to the public. **Mr. Zubia** stated this is the common area where Council provides its input into the process. He commended Council for its participation in some of the workshops, and have been more engaging than some councils.

Vice Mayor Post question the zoning in the Twin Peaks area stating some residents have been unhappy with the two RAC zoning. In his opinion, it is somewhat misleading to those neighbors who thought they were purchasing a larger lot size for their homes only to learn that is not the case. He asked whether there was a way to zone the clustering of home development in that area, or to refer to the area as an environmental clustering area as oppose to misleading the public by referring to the area as a two RAC zoned area.

Mr. Zubia provided clarification to the zoning policies, providing examples of issues that they struggle with related to zoning. **Vice Mayor Post** stated in his career, he had just finished an entire General Plan. He has found it to be potentially misleading to the Town. He wants to see a General Plan that provides some rigidity, is not misleading so to reduce complaints of residents. It has been changed many times over the years, other than being a state law, he does not see the purpose of it.

Council Member Comerford stated a future resident may not know what zoning they are moving next too until a policy clear and is set. **Mr. Zubia** affirmed that the zoning ordinance of the Town would help to clarify appropriate zoning boundaries. With this approach, no designation would be given to a specific neighborhood unless the zoning comes with it. The General Plan document is a policy, not law but meant to provide guidance to the zoning ordinance that is adopted and is law. The General Plan is meant to be a flexible document regardless of what is added to it. Once Council arrive at the zoning process, it will begin to establish a zoning ordinance and legally define by description what is permitted on that property—that will be governed by the zoning ordinance.

Vice Mayor Post stated he wants to ensure that the Council clearly define permitted zoning in the General Plan. **Mr. Zubia** explained Council will not be able to accomplish that goal in the General Plan. **Council Member Ziegler** stated though she appreciates and understands **Vice Mayor Post** comments, future buyers will need to do their due diligence before purchasing a home or any property. **Council Member Officer** stated Council would like to have more visibility within the General Plan as it relates to zoning. **Council Member Kai** stated Council needs to be mindful that the General Plan that is not casted in stone, it has flexibility within it.

Mayor Honea concluded by stating Council has to approve of the General Plan to be placed before the voters, and asked **Mr. Zubia** to continue to engage the Council prior to the public hearings being scheduled. **Council Member Ziegler** stated she has attended the workshops that were held, that it is Council responsibility to be engaged in the process. **Mr. Zubia** stated he will be sure to engage the Council in the process.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Council Member Bowen moved to adjourn the meeting, and Council Member Officer seconded the motion. Motion passed unanimously, 7-0. The meeting adjourned at 7:39 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on May 14, 2019. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk

DRAFT



Council-Regular Meeting

A1

Meeting Date: 06/04/2019

To: Mayor and Council

From: Erik Montague, Deputy Town Manager

Date: June 4, 2019

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2019-034; Relating to Development; approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Erik Montague)

Discussion:

Tonight's item carries forward all changes previously presented at the April 23, 2019 study session and incorporates additional direction received that evening regarding the following sections:

1. Section 4.1 - Additional language added which clarifies the developer's obligation to cover any difference between revenues generated by the \$0.30 per \$100 of assessed value of real property within the CFD and actual operations and maintenance expenses of the CFD. Specifically the Applicant shall provide \$100,000 in an acceptable form of security, which shall be bankruptcy proof. The security shall remain in full force and effect until the assessed value of real property in the CFD generates at least \$100,000 per year ad valorem taxes from the \$.30 per \$100 of assessed valuation assessed pursuant to A.R.S. § 48-723 for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.
2. Section 4.4(f) - Additional language was added to allow the letter of credit or similar security to be resized at each subsequent bond issuance to the greater of (1) three times the difference between Maximum Annual Debt Service (MADS) less estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) MADS (1 x MADS).
3. Section 4.6(g) i and iii - Additional language added in those sections which leaves the value to lien ratio at 6 to 1, excluding the value of public improvements, for CFDs which only require routine infrastructure and allow a ratio of 4 to 1, including the value of public improvements if adequate security, performance bond

or similar, was in place to ensure the infrastructure was constructed. If approved, the amendments would be effective for all future CFDs. A clean copy of the policy (Exhibit A), a redline comparison of the 2004 version to current version and a redline version comparison of the April 23, 2019 version to current are attached to this item.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-034, approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts.

Suggested Motion:

I move to adopt Resolution No. 2019-034, approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts.

Attachments

Resolution No. 2019-034

Exhibit A - Amendments to CFD Policy

Redline Comparison of 2004 version to current

Redline Comparison of April 23, 2019 version to current

MARANA RESOLUTION NO. 2019-034

RELATING TO DEVELOPMENT; APPROVING THE AMENDED TOWN OF MARANA POLICY GUIDELINES AND APPLICATION PROCEDURES FOR THE ESTABLISHMENT OF COMMUNITY FACILITIES DISTRICTS

WHEREAS A.R.S. § 48-701 *et. seq.* provides for the establishment of community facilities districts (CFD) which provide a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of a CFD; and

WHEREAS on May 21, 1997, the Town Council adopted Resolution No. 97-42 approving the Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (the “CFD Policy Guidelines”); and

WHEREAS from time to time the Town Council has amended the CFD Policy Guidelines, most recently on November 16, 2004, via approval of Resolution No. 2004-161; and

WHEREAS the Town Council finds that the proposed amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts are 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 amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts, attached to this resolution and incorporated by this reference as Exhibit A, are hereby approved.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 4th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**TOWN OF MARANA, ARIZONA
POLICY GUIDELINES AND APPLICATION PROCEDURES
FOR THE ESTABLISHMENT OF
COMMUNITY FACILITIES DISTRICTS***

In order to secure for the Town of Marana, Arizona (the “Town”) the benefits of the Community Facilities Act[†] (the “Act”) and to promote the best interests of the Town, the following CFD Policy Guidelines and Application Procedures (these “CFD Policy Guidelines”) have been adopted by the Town Council.

A community facilities district (“CFD”) provides a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of the CFD, and to better enable the Town to provide municipal services within the boundaries of the CFD. The Town Council recognizes the ability of the CFD to permit the construction of infrastructure that might otherwise not be constructed. For these reasons, the Town Council has established these CFD Policy Guidelines.

Considering that the establishment of a CFD is the legal equivalent of the establishment of an entirely new municipal entity within the boundaries of the Town, the Town Council believes that the formation of the CFD should be entered into carefully, to ensure its lasting success.

ARTICLE 1. GENERAL POLICIES

- 1.1. CFDs should be utilized primarily in connection with the financing of major infrastructure for development of residential projects, master planned communities or projects which include resort hotels or substantial commercial development.
- 1.2. Priority should be given to CFDs that provide an enhanced level of public infrastructure amenities and/or municipal services. CFD financing will not be provided for public infrastructure improvements which are normally expected as part of a development. Public improvements financed by a CFD should be in conformance with the Town’s General Plan in order to encourage orderly growth and development.
- 1.3. All costs incurred by the Town and the CFD in connection with the CFD application, formation, and administration, and all operation expenses appurtenant to the CFD, will be paid by the developer/landowner (the “Applicant”) through advance payments as provided in these CFD Policy Guidelines. Payment shall include payment for services rendered by Town and CFD staff as well as services rendered by outside consultants who may be retained by the Town or the CFD, including but not limited to bond counsel, financial advisors, engineers, and appraisers. If the Town or CFD uses outside consultants as “staff,” such as attorneys or engineers, those consultants will also be paid their customary rate for services. If authorized by the CFD Board, exercising its sole discretion, all or part of such costs may be paid by a CFD tax levy or reimbursed to the Applicant from a CFD tax levy, CFD assessment, CFD revenues, or CFD bond proceeds, so long as such reimbursement is in conformance with federal law, state law, and these CFD Policy Guidelines.

* Adopted by Marana Resolution No. 97-42 (5/21/1997); amended by Marana Resolution No. 2004-161 (11/5/04) and Marana Resolution No. 2019-XXX (XX/XX/2019).

[†] Arizona Revised Statutes section (A.R.S. §) 48-701 *et. seq.*, as amended.

- 1.4. The Town will encourage an area to be governed by as few CFDs as possible, and a preference will be given to one master CFD. These CFD Policy Guidelines are adopted to provide ease of administration and the largest tax/revenue base possible. The decision to form a CFD shall be a decision of the Town Council exercised in its sole and absolute discretion.
- 1.5. Unless otherwise agreed to by the Town, a CFD formed after 2018 will be governed by a board of directors comprised of the members of the Town Council, ex officio, with two additional members designated by the owner of the largest amount of privately-owned acreage in the proposed district and who are appointed by Town Council. The day-to-day responsibilities of the CFD will be performed by Town staff or, pursuant to a contract, by outside personnel. At the sole option of the CFD Board, advisory committees may be utilized.
- 1.6. Unless otherwise agreed to by the Town, the CFD must be self-supporting from the standpoints of financing, operations, and maintenance. No Town funds will be used for CFD purposes. Notwithstanding anything contained in these CFD Policy Guidelines, neither the property, the full faith and credit, nor the taxing power of the Town shall be pledged to the payment of any CFD obligation or indebtedness.
- 1.7. The CFD Board will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD after review of the project feasibility report, Member Appraisal Institute ("MAI") property appraisals (utilizing the appropriate appraisal methodology) acceptable to the CFD Board, and other required pertinent information.
- 1.8. A key tenet of these CFD Policy Guidelines is the financial protection of homeowners within a CFD. As such, these CFD Policy Guidelines include provisions that attempt to protect homeowners from financial liability in excess of targeted tax rates and assessments. Similarly, these CFD Policy Guidelines include provisions designed to meet all financial obligations and/or legal exposures of the CFD.
- 1.9. The CFD will construct all public improvements utilizing public bidding procedures in accordance with applicable laws, rules, and regulations and as would be applied by the Town in a construction project for the Town. In general, this requires compliance with Arizona Revised Statutes Title 34 and the Town of Marana Procurement Code (Town Code Chapter 3-4).
- 1.10. The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure improvements, if such real property would be required to be dedicated and conveyed to the Town by the Applicant upon development of its property.
- 1.11. CFD bond proceeds will not be used for public infrastructure improvements which are included in an infrastructure improvements plan adopted in support of a development impact fee.
- 1.12. The Town retains the right to select all consultants necessary for the evaluation of any application and the proceedings for the formation of a CFD and the issuance of CFD bonds. This includes but is not limited to any special tax consultant, bond counsel, underwriter, appraiser, engineer, or any other consultant deemed necessary by the Town or the CFD Board.
- 1.13. These CFD Policy Guidelines may be modified from time to time by the Town. Any applicant will be given the opportunity to propose alternative approaches to those provided herein, with the understanding that concerns of the Town must be adequately addressed before the staff of the Town will recommend approval of a CFD by the Town Council.

ARTICLE 2. CONTENT OF APPLICATION

- 2.1. **Completed Application.** Pursuant to A.R.S. § 48-702(B), the Applicant shall submit a completed application for the formation of a CFD (the “Completed Application”) to the Town’s Finance Department before the Town will consider forming a CFD. The Completed Application shall, at a minimum, contain the information set forth below and must be organized in the manner described in this Article.
- 2.2. **Petition in Favor of Formation.** The Completed Application shall include a petition signed by the owners of at least 25% of the land area proposed to be included in the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel.
- 2.3. **Applicant Information.** The Completed Application shall include:
- a. A description of the Applicant, including its corporate and organizational structure, and the names of all officers and corporate directors of the Applicant.
 - b. The name, address, telephone number, and email address of the Applicant’s primary contact.
 - c. The names, addresses, telephone numbers, and email addresses of any legal representatives, engineers, architects, financial consultants or other consultants of the Applicant or significantly involved in the application.
 - d. A general description of the Applicant’s experience with similar types of developments.
 - e. Evidence demonstrating the Applicant’s ability and capacity (including financial statements and supporting information) to undertake the proposed public infrastructure and private development.
- 2.4. **Board Member Information.** The Completed Application shall describe the process for the designation of two additional CFD Board members, including the following:
- a. Provide the names, addresses, telephone numbers, email addresses, backgrounds, qualifications, and other relevant information of the two proposed additional CFD Board members to be designated by the owner of the largest amount of privately owned acreage in the proposed CFD.
 - b. State the process for the designation of the two additional CFD Board members on completion of the development of all property in the CFD.
 - c. Provide documentation evidencing each proposed CFD Board member’s acknowledgment of his or her obligation to comply with Arizona Revised Statutes Title 38 (“Public Officers and Employees”), Chapter 3 (“Conduct of Office”), Articles 3.1 (“Public Meetings and Proceedings”) and 8 (“Conflict of Interest of Officers and Employees”).
 - d. Provide unqualified hold harmless and indemnity guarantees to the Town, the CFD, and officers, agents and employees of the Town and the CFD for the actions and conduct of each proposed CFD Board member.
- 2.5. **Proposed CFD.** The Completed Application shall include:
- a. A description of how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town’s

General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan Map for the area.

- b. A general description of the proposed CFD with an analysis of the appropriateness of the CFD boundaries.
- c. A legal description of the proposed CFD boundaries with an accompanying depiction.
- d. A current title report showing the names and addresses of persons with any interest in the land within the proposed CFD boundaries.
- e. A certificate from the respective county elections department(s) showing the names and addresses of all qualified electors in the proposed CFD boundaries.

2.6. Project Description and Proposed Improvements. The Completed Application shall include:

- a. A general plan setting out a detailed description of the types of public infrastructure to be financed by the CFD, including the estimated construction or acquisition costs of the public infrastructure and the annual operation and maintenance costs of the public infrastructure and the governmental approvals that will be required for both the public and private improvements to be constructed and operated within the proposed CFD.
- b. A proposed project schedule for commencement and completion of the public infrastructure and the private development within the proposed CFD.

2.7. Financing Plan. The Completed Application shall include a detailed description of the financing plan that includes the sources and uses of monies to be used to cover the capital, operating, and maintenance costs for the public infrastructure within the proposed CFD, including the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public improvements.

2.8. Financial Feasibility Study. The Completed Application shall include a financial feasibility study, covering the period of time until the last proposed bond of the CFD will be paid, for the entire project being developed on the property in the proposed CFD, including both the public infrastructure and the private development. The financial feasibility study shall include:

- a. An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will be allocated and what will be the impact to the ultimate end users of the property, specifically projected property taxes and property tax rates, special assessments, fees, charges and any other costs that would be borne by property in the CFD. The analysis shall also address the impact these costs will have on the marketability of the private development and a comparison of proposed tax rates or charges within the proposed CFD contrasted with the tax rates and charges within the proposed CFD contrasted to the tax rates and changes in adjoining and similar areas outside of the proposed CFD.
- b. A financing plan for the private development in the CFD.
- c. A market absorption study for the private development in the CFD, prepared by an independent consultant acceptable to the Town, which shall include estimates of the

revenue to be generated by the development, an estimate of the ability of the market to absorb the development, and a market absorption calendar for the development.

- d. A value-to-lien ratio analysis based on the requirements of these CFD Policy Guidelines. The value portion of the analysis shall be the estimated value of the property within the CFD determined per subparagraph 4.6.g.iii below. The lien portion of the analysis shall be the sum of the principal amount of any outstanding CFD public financing and the proposed public financing.
- e. A description and estimated amounts of the proposed equity contribution from the Applicant and a calendar showing the timing of such equity contribution.

2.9. **Insurance.** The Completed Application shall provide an explanation of how insurance coverage shall be provided by the Applicant and how assurances will be provided that premiums and deductibles will be paid in the future. The Applicant is responsible for the cost of insurance to cover all actions and activities taken by the Board of Directors and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the Risk Manager of the Town. Insurance must include “per occurrence coverage” including a “securities” rider if bonds are to be sold.

2.10. **Indemnification.** The Completed Application shall indicate how indemnification as required by the Development Agreement will be provided by the Applicant to the Town and the CFD and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys’ fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD. The Completed Application shall include financial statements and other supporting information for the entity providing the indemnification and shall provide appropriate collateral to cover the indemnity.

2.11. **Other Information.** The Completed Application shall include:

- a. A detailed description of the proposed marketing plan to be used by the Applicant and/or home builders to market property within the CFD. This information may include, but is not limited to, descriptions and cost estimates of public infrastructure improvements to be financed by the CFD and a comparison of the proposed CFD to similar CFDs in the area.
- b. A homebuyer disclosure form with a signed acknowledgement of receipt by the initial homebuyer of each lot in the CFD, in which the Applicant or home builder explains to prospective CFD landowners all of the following:
 - i. The existence of the CFD.
 - ii. The purposes for which the CFD was formed.
 - iii. The CFD’s expected and possible secondary property tax rate.
 - iv. The estimated annual secondary tax amount based on applying the CFD’s expected and possible secondary property tax rate to a representative residential property value.
 - v. Assessment and other financial burdens of the CFD.

- c. The Applicant's description of the signing and record-keeping processes to be used for retaining all signed homebuyer disclosure forms, which shall include a requirement that the Applicant or home builder shall file with the Town a copy of each signed homebuyer disclosure form within 30 days of sale.
- d. An operating plan for the CFD, explaining what functions the CFD will provide and how the operation and maintenance of the infrastructure and all other services in the CFD will be provided.
- e. The District Development and Financing Participation Agreement between the Town and the Applicant (the "Development Agreement") in substantially final form, including all terms and provisions to be approved by the Town if formation of a CFD is approved. The Development Agreement must include matters required by the Act, including without limitation the subdivision public report requirements at A.R.S. § 48-708 (D), and must have been fully negotiated by the Applicant and Town staff, with agreement by both parties.

ARTICLE 3. APPLICATION PROCEDURES

- 3.1. The original and one electronic copy of the application for the formation of a CFD shall be submitted to the Finance Director of the Town who will coordinate an interdepartmental analysis of each application.
- 3.2. At the time of submission of the application, the applicant shall pay an application fee of **\$15,000.00**.
- 3.3. Prior to submission of a Completed Application, and at the request of a potential Applicant, the Finance Director may arrange a pre-application conference with the potential Applicant, appropriate Town staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these CFD Policy Guidelines.
- 3.4. The Applicant shall provide any and all supplemental information requested by Town staff at or following the pre-application conference or any other time during the application process.
- 3.5. The review, analysis and consideration of a Completed Application will include:
 - a. A comprehensive review of the completed application to determine whether the completed application is consistent with these CFD Policy Guidelines, identification of missing or incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits.
 - b. Under the direction of the Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the formation of the proposed CFD and its effects on the Town. The report may recommend that additional requirements be placed on the Applicant, on any related developer, landowner, or builder, and/or on the proposed CFD itself. This review will include the preliminary approval of the form, terms and provisions of the "substantially complete" Development and Financing Participation Agreement necessary for formation of a CFD.
- 3.6. Within 60 days after the Applicant's submission of a Completed Application, the Town Council shall hold a public hearing to consider the Completed Application. A resolution

declaring the intent to form a CFD may be considered by Town Council immediately following the public hearing. If the Town Council does not adopt the resolution, it will provide a written basis for not adopting the resolution and shall identify the specific changes needed for the completed application to be approved.

- 3.7. If an application includes a petition for formation signed by owners of all of the land in the proposed CFD and meets all the requirements of Article 2 in form satisfactory to the Town, the Town may declare the CFD formed without posting, publication, mailing, notice and public hearings or landowner election. Otherwise, the alternative provisions of the Act must be followed.
- 3.8. If the Town Council approves the formation of a CFD, any existing agreements with the Applicant for the provision of infrastructure proposed to be furnished by the CFD will be deemed amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure improvements will be provided (including by acquisition) by either the Applicant or the CFD.
- 3.9. If the Town Council approves an application for formation of a CFD, the Applicant and Town staff shall coordinate a schedule of events for formation of the CFD and shall finalize negotiation of the Development Agreement, which shall be entered into prior to or concurrently with formation of the CFD and which shall incorporate the requirements of any report or recommendations of Town staff relating to the CFD, the requirements of these CFD Policy Guidelines, and any other restrictions and provisions required by the Town.

ARTICLE 4. CFD OPERATIONS AND DEBT FINANCING

- 4.1. The Applicant shall be obligated to pay costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements.
 - a. Upon formation of a CFD the Applicant shall deposit with the Town's Finance Department a non-refundable administrative expense fee in the amount of \$50,000. The administrative expense fee shall be applied by the Town to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements. From time to time, upon depletion of the administrative expense fee, the Town may request, and the Applicant shall promptly deposit, additional \$25,000 deposits to be applied to the purposes contemplated in this Section 4.1.
 - b. An ad valorem tax of \$.30 per \$100 of assessed valuation for all real and personal property in the CFD shall be assessed pursuant to A.R.S. § 48-723 to cover administrative, operation, and maintenance expenses incurred by the CFD and by the Town for the benefit of the CFD. CFD administration, operation, and maintenance costs will be paid first from the proceeds of this ad valorem tax, and then from the Applicant's deposit referenced in subsection 4.1.a above.
 - c. The Applicant shall provide \$100,000 in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, to secure the Applicant's obligation to pay costs and expenses incurred in connection with administration, operation, and maintenance of the CFD or its public improvements.

- d. The security required under subsections 4.1.a and 4.1.c above shall remain in full force and effect until the assessed value of real property in the CFD generates at least \$100,000 per year ad valorem taxes from the \$.30 per \$100 of assessed valuation assessed pursuant to A.R.S. § 48-723 for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.
 - e. The Applicant remains obligated to pay costs and expenses incurred in connection with the CFD notwithstanding any release of security.
- 4.2. In connection with any request for debt financing, the Applicant shall provide a current appraisal of the fair cash market value of the property within the proposed CFD which is to be taxed or assessed, prepared by a person who is designated as a Member Appraisal Institute (“MAI”) and a certified general real estate appraiser (such person hereafter referred to as an “MAI Appraiser”), such appraisal to be in form and substance acceptable to the Town, in its sole discretion.
- 4.3. The amount of CFD debt shall not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the Town, and the CFD debt shall not impose an unreasonable financial burden on future CFD residents.
- 4.4. General obligation bonds of the CFD are secured by an ad valorem tax on all taxable property located within the CFD. An Applicant seeking the issuance of CFD general obligation bonds shall describe in each project feasibility report the following:
- a. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll.
 - b. The amount and timing of CFD general obligation bonds to be issued.
 - c. The expected market absorption of development within the CFD.
 - d. The effect of the CFD bond issuance on CFD tax rates, calculated as of the beginning, midway through, and at the end of the market absorption period, or based on the phasing of the project to be financed, as applicable.
 - e. Estimated savings, if any, to residents in the form of reduced home sales prices which are projected to result from CFD financing.
 - f. The proposed total tax rate of the CFD. If the pre-established debt service target tax rate is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due, the Applicant will be required to contribute an amount annually sufficient to pay the difference between the revenues produced by the pre-established target tax rate and the actual CFD debt service coming due in that fiscal year. To secure the Applicant’s payment of this contribution, the Applicant shall provide security in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, in the amount of the larger of (i) three times the difference between Maximum Annual Debt Service (“MADS”) and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) MADS (1 x MADS). All of the foregoing items need to be described in detail. A cash flow schedule illustrating the security amount and the time period required to cover such shortfall will be required to be submitted by the Applicant prior to the issuance of general

obligation bonds. The security may be resized at each subsequent bond issuance to the larger of (i) three times the difference between MADS and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) MADS. The security shall remain in full force and effect until such time as the assessed value of real property in the CFD generates ad valorem taxes at the pre-established CFD target tax rate sufficient to pay the annual CFD debt service, when due, for a period of three consecutive years beginning the year immediately following the final bond issuance.

- g. Whether the bonds will be publicly offered or privately placed. Publicly offered bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Services, Inc., or another nationally recognized bond rating service. Privately placed bonds need not be rated; however, the purchasers of such general obligation bonds must be "qualified institutional buyers" (as that term is defined in Rule 144A of the Securities Exchange Commission) and must agree not to resell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of general obligation bonds in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.5. Revenue bonds shall be payable from a CFD revenue source. An Applicant seeking the issuance of CFD revenue bonds must describe in each project feasibility report, the following:

- a. The current direct and overlapping tax and assessment burdens on the taxable property within the CFD and the full cash value and assessed valuation of that taxable property as shown on the most recent assessment roll.
- b. The revenue source from which bonds will be payable. The Town reserves the right to require the applicant to produce such independently prepared feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.
- c. The expected market absorption of development within the CFD.
- d. The amount and timing of CFD revenue bonds to be issued.
- e. The financial impact of the proposed issue(s) on prospective residents.
- f. Whether the bonds will be publicly offered or privately placed. Publicly offered revenue bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Privately place bonds need not be rated; however, the purchasers of such revenue bonds must be "qualified institutional buyers" and must agree not to sell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of a revenue bond in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.6. Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. An Applicant seeking the issuance of CFD assessment bonds shall describe in the application and in each project feasibility report, the following:

- a. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.
- b. The amount and timing of CFD assessment bonds to be issued.
- c. The expected market absorption of development within the CFD.
- d. The assessment burden to be placed on prospective residents.
- e. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.
- f. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land.
- g. Whether the assessment bonds will be publicly offered or privately placed.
 - i. Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Alternatively, in an unrated public offering, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, evidencing
 - 1) A land value to debt ratio of at least 4 to 1 prior to the issuance of debt for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below).
 - 2) A land value to debt ratio of at least 6 to 1 prior to the issuance of debt in all other circumstances.
 - ii. Privately placed bonds need not be rated; however the purchasers of such assessment bonds must be "qualified institutional buyers" who must agree to hold the bonds for their own account or agree not to sell the bonds except to "qualified institutional buyers." In connection with the sale of unrated privately placed assessment bonds, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, indicating a land value to debt ratio of at least 4 to 1 as of a date prior to the issuance of debt.
 - iii. The independent fee appraisal provided by the Applicant for an unrated public offering (subparagraph i above) or for privately placed bonds (subparagraph ii above) shall value the property as follows:
 - 1) Where the bonds will be used to pay for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below), the appraisal shall be based on the appraised value of the land to be encumbered including the value of constructed or expected to be constructed public improvements. The value of public improvements expected to be constructed will only be considered if adequate security (performance bond or similar) is in place to ensure that the assets are constructed.

- 2) In all other circumstances, the appraisal shall be based on the appraised value of the land to be encumbered at its bulk wholesale value prior to any private or public improvements being installed.
- 4.7. Notwithstanding the restrictions pertaining to public sales and private placements of the bonds set forth in this Article 4, the restrictions may be modified if other financing structures are presented which, in the sole discretion of the CFD Board, provide other means to address CFD concerns.

ARTICLE 5. FINANCING CONSIDERATIONS

- 5.1. The Applicant shall provide at least \$0.25 in infrastructure or community improvements for each \$1.00 of debt to be issued by a CFD to finance public infrastructure purposes. If agreed to by the CFD, prior infrastructure and community improvements constructed or acquired by the Applicant and benefiting the property within the CFD may be included in calculating the Applicant's compliance with this Section 5.1.
- 5.2. If allowed by law, all bond issues shall include a debt service reserve fund in an amount acceptable to the CFD Board.
- 5.3. Privately placed bonds shall have minimum authorized denominations of \$100,000.
- 5.4. A general obligation bond authorization for a CFD shall expire no later than the earlier of the 15th anniversary of the first bond issuance or 75% of development lots. Under extenuating circumstances the CFD Board may, in its sole and absolute discretion, extend this period.
- 5.5. In further consideration of the types of debt obligations used to finance the acquisition or construction of eligible public infrastructure, the following shall guide CFD obligations:
- a. Routine Public Infrastructure Requirements. General obligation bonds shall be the preferred financing mechanism for CFDs with routine public infrastructure requirements. The pre-established debt service target tax rate shall be levied upon all CFD taxable property.
 - b. Extraordinary Public Infrastructure Requirements. General obligation bonds and/or special assessment bonds may be used for any portion of extraordinary public infrastructure required for the CFD. Extraordinary public infrastructure requirements are those infrastructure elements not routinely required for a development project. Examples of extraordinary public infrastructure include but are not necessarily limited to transportation interchanges, water reclamation facilities, water treatment campuses, and similar regional public infrastructure improvements. The pre-established debt service target tax rate shall not be exceeded and shall be levied upon all CFD taxable property for any general obligation bonds, as applicable. Special assessment liens shall not exceed the value-to-lien ratio described in subparagraph 4.6.g above on a per lot basis.
- 5.6. The Applicant or a third party acceptable to the Town and the CFD Board shall indemnify the Town and the CFD and their agents and employees and shall hold the Town and the CFD and their agents and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD.

- 5.7. The Applicant shall obtain and pay the cost of a directors and officers (D&O) insurance policy to cover all actions and activities taken by the CFD Board and officers of the CFD relating to the CFD formation, financing, administrative actions and other related activities. The Applicant shall deposit the amount of any deductible under the D&O insurance policy in escrow with the CFD Board or shall provide security acceptable to the CFD Board for the amount of the deductible. The amount of the D&O coverage shall at all times equal or exceed \$2,000,000 per occurrence and \$2,000,000 aggregate. The CFD Board may increase the D&O coverage from time to time commensurate with increases in coverage obtained by the Town for its directors and officers.
- 5.8. Unless otherwise provided to the Town pursuant to other requirements, prior to CFD financing and acquisition by the CFD or Town, the CFD or Town will require an independent environmental report or assessment of any real property which will be dedicated to or otherwise owned, leased or operated by the Town or the CFD and a proposed form or indemnity agreement with respect to all environmental liability.

**TOWN OF MARANA, ARIZONA
POLICY GUIDELINES AND APPLICATION PROCEDURES
FOR THE ESTABLISHMENT OF
COMMUNITY FACILITIES DISTRICTS***

In order to secure for the Town of Marana, Arizona (the "Town") the benefits of the Community Facilities Act[†] (the "Act") ~~enacted by the Arizona Legislature in 1988~~ and to promote the best interests of the Town, the following CFD Policy Guidelines and Application Procedures ~~(these "CFD Policy Guidelines")~~ have been adopted by the Town Council.

~~Community~~A community facilities ~~districts (the district~~ ("CFD") provides a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of the CFD, and to better enable the Town to provide municipal services within the boundaries of the CFD. The Town Council recognizes the ability of the CFD to permit the construction of infrastructure that might otherwise not be constructed. ~~It is for~~For these reasons ~~that~~, the Town Council has established these CFD Policy Guidelines and Application Procedures.

Considering that the establishment of a CFD is the legal equivalent of the establishment of an entirely new municipal entity within the boundaries of the Town, the Town Council believes that the formation of the CFD should be entered into carefully, to ensure its lasting success.

~~ARTICLE 1.~~

General Policies

ARTICLE 1. GENERAL POLICIES

- 1.1. CFDs should be utilized primarily in connection with the financing of major infrastructure for development of residential projects, master planned communities or projects which include resort hotels or substantial commercial development.
- 1.2. Priority should be given to CFDs that provide an enhanced level of public infrastructure amenities and/or municipal services. ~~Public Improvements~~CFD financing will not be provided for public infrastructure improvements which are normally expected as part of a development. Public improvements financed by a CFD should be in conformance with the Town's General Plan in order to encourage orderly growth and development.
- 1.3. All costs incurred by the Town and the CFD in connection with the CFD application, formation, and administration, and all operation expenses appurtenant ~~thereto~~to the CFD, will be paid by the ~~applicant/landowner/developer/(the "Applicant")~~ through advance payments as provided ~~herein~~in these CFD Policy Guidelines. Payment shall include payment for services rendered by Town and CFD staff as well as services rendered by outside consultants who may be retained by the Town or the CFD, including but not limited to bond counsel, financial advisors, engineers, and appraisers. If the Town or CFD uses outside consultants as "staff," such as attorneys or engineers, those consultants will also be paid their customary rate for

* Adopted by Marana Resolution No. 97-42 (5/21/1997); amended by Marana Resolution No. 2004-161 (11/5/04) and Marana Resolution No. 2019-XXX (XX/XX/2019).

[†] Arizona Revised Statutes section (A.R.S. §) 48-701 et. seq., as amended.

services. If authorized by the CFD ~~b~~Board, exercising its sole discretion, all or part of such costs may be paid by a CFD tax levy or reimbursed to the ~~developer/landowner~~ Applicant from a CFD tax levy, CFD assessment, CFD revenues, or CFD bond proceeds ~~provided, so long as~~ such reimbursement is in conformance with federal law, state law, and these ~~guidelines~~ CFD Policy Guidelines. ~~1.1. —~~

- 1.4. The Town will encourage an area to be governed by as few CFDs as possible, and a preference will be given to one master CFD. ~~This policy is~~ These CFD Policy Guidelines are adopted to provide ease of administration and the largest tax/revenue base possible. The decision to form a CFD shall be a decision of the Town Council exercised in its sole and absolute discretion.
- 1.5. Unless otherwise agreed to by the Town, ~~the~~ a CFD formed after 2018 will be governed by a board of directors comprised of the members of the Town Council, ex officio, with two additional members designated by the owner of the largest amount of privately-owned acreage in the proposed district and who are appointed by Town Council. The day-to-day responsibilities of the CFD will be performed, by Town staff or, pursuant to a contract, by outside personnel ~~or by the Town staff. For any CFD over 600 acres, the Town Council, in its sole discretion, may provide that the CFD board may be totally comprised of persons other than members of the Town Council, if adequate safeguards and controls are in place, as may be acceptable to the Town, to ensure the soundness of any CFD financing program, as well as the adequacy and legality of the legal proceedings and disclosure documents in connection with any financing. Advisory committees may, at~~ At the sole option of the CFD ~~board,~~ Board, advisory committees may be utilized.
- 1.6. Unless otherwise agreed to by the Town, the CFD must be self-supporting from the standpoints of financing, operations, and maintenance ~~and no~~. No Town funds will be used for CFD purposes. Notwithstanding anything contained ~~herein~~ in these CFD Policy Guidelines, neither the property, the full faith and credit, nor the taxing power of the Town shall be pledged to the payment of any CFD obligation or indebtedness.
- 1.7. The CFD ~~b~~Board will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD after review of the project feasibility report, Member Appraisal Institute ("MAI") property appraisals (utilizing the appropriate appraisal methodology) acceptable to the CFD Board, and other required pertinent information.
- 1.8. A key tenet of these CFD Policy Guidelines is the financial protection of homeowners within a CFD. As such, these CFD Policy Guidelines include provisions that attempt to protect homeowners from financial liability in excess of targeted tax rates and assessments. Similarly, these CFD Policy Guidelines include provisions designed to meet all financial obligations and/or legal exposures of the CFD.
- 1.9. ~~1.8.~~ The CFD will construct all public improvements utilizing public bidding procedures in accordance with applicable laws, rules, and regulations and as would be applied by the Town in a construction project for the Town. In general, this requires compliance with Arizona Revised Statutes Title 34 and the Town of Marana Procurement Code (Town Code Chapter 3-4).
- 1.10. ~~1.9.~~ The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure improvements, if such real property

would be required to be dedicated and conveyed to the Town by the ~~developer/landowner~~Applicant upon development of ~~the developer's/landowner's~~sits property.

~~1.11. 1.10. Unless otherwise agreed to by the Town, all costs of administration and operation of the CFD and the operation and maintenance of public infrastructure in the CFD shall be the responsibility of the CFD, the developer/landowner, applicable homeowners' associations, or any combination of the foregoing, as may be acceptable to the Town and the CFD. CFD bond proceeds will not be used for public infrastructure improvements which are included in an infrastructure improvements plan adopted in support of a development impact fee.~~

~~1.12. 1.11.~~ The Town retains the right to select all consultants necessary for the evaluation of any application and the proceedings for the formation of a CFD and the issuance of CFD bonds ~~therefore, including, but, This includes but is~~ not limited to, any special tax consultant, bond counsel, underwriter, appraiser, engineer ~~and, or~~ any other consultants deemed necessary by the Town or the CFD Board.

~~1.13. 1.12.~~ These CFD Policy Guidelines ~~and Application Procedures~~ may be modified ~~by experience and special circumstances from time to time by the Town~~. Any applicant will be given the opportunity to propose alternative approaches to those provided herein, with the understanding that concerns of the Town must be adequately addressed before the staff of the Town will recommend approval of a CFD ~~to~~by the Town Council.

~~ARTICLE 2.~~

Content of Application

ARTICLE 2. CONTENT OF APPLICATION

2.1. Completed Application. Pursuant to A.R.S. § 48-702(B), the Applicant shall submit a completed application for the formation of a CFD (the "Completed Application") to the Town's Finance Department before the Town will consider forming a CFD. The Completed Application shall, at a minimum, contain the information set forth below and must be organized in the manner described in this Article.

2.2. Petition in Favor of Formation. The Completed Application shall include a petition signed by the owners of at least 25% of the land area proposed to be included in the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel.

2.3. Applicant Information. The Completed Application shall include:

- a. A description of the Applicant, including its corporate and organizational structure, and the names of all officers and corporate directors of the Applicant.
- b. The name, address, telephone number, and email address of the Applicant's primary contact.
- c. The names, addresses, telephone numbers, and email addresses of any legal representatives, engineers, architects, financial consultants or other consultants of the Applicant or significantly involved in the application.
- d. A general description of the Applicant's experience with similar types of developments.

e. Evidence demonstrating the Applicant's ability and capacity (including financial statements and supporting information) to undertake the proposed public infrastructure and private development.

2.4. ~~The application shall contain~~ Board Member Information. The Completed Application shall describe the process for the designation of two additional CFD Board members, including the following:

- a. Provide the names, addresses, telephone numbers, email addresses, backgrounds, qualifications, and other relevant information of the two proposed additional CFD Board members to be designated by the owner of the largest amount of privately owned acreage in the proposed CFD.
- b. State the process for the designation of the two additional CFD Board members on completion of the development of all property in the CFD.
- c. Provide documentation evidencing each proposed CFD Board member's acknowledgment of his or her obligation to comply with Arizona Revised Statutes Title 38 ("Public Officers and Employees"), Chapter 3 ("Conduct of Office"), Articles 3.1 ("Public Meetings and Proceedings") and 8 ("Conflict of Interest of Officers and Employees").
- d. Provide unqualified hold harmless and indemnity guarantees to the Town, the CFD, and officers, agents and employees of the Town and the CFD for the actions and conduct of each proposed CFD Board member.

2.5. Proposed CFD. The Completed Application shall include:

- a. A description of how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town's General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan Map for the area.
- b. ~~2.1.~~ A general description of the proposed CFD ~~including a~~with an analysis of the appropriateness of the CFD boundaries.
- c. A legal description of ~~is~~the proposed CFD boundaries ~~and identity~~with an accompanying depiction.
- d. A current title report showing the names and addresses of ~~all~~ persons ~~or entities~~ with any interest in the ~~property, and names and addresses of any qualified electors located~~land within the proposed CFD boundaries. ~~—A current title report and a~~
- e. A certificate from the respective county elections department ~~shall be submitted as evidence of(s) showing~~ the names ~~of persons with any interest in the land and~~and addresses of all qualified electors ~~respectively. The description must contain an analysis of the appropriateness of the~~in the proposed CFD boundaries.

2.6. Project Description and Proposed Improvements. The Completed Application shall include:

~~a. 2.2.~~ A general plan setting out a detailed description of the types of public infrastructure to be financed by the CFD, including the estimated construction or acquisition costs of the public infrastructure and the annual operation and maintenance costs of the public infrastructure and the governmental approvals that will be required for both the public and private improvements to be constructed and operated within the proposed CFD.

~~b. 2.3.~~ A proposed project schedule for commencement and completion of ~~(a)~~ the public infrastructure and ~~(b)~~ the private development within the proposed CFD.

~~2.7. 2.4. A financing plan~~ Financing Plan. The Completed Application shall include a detailed description of the financing plan that includes the sources and uses of monies to be used to cover the capital, operating, and maintenance costs for the public infrastructure within the proposed CFD, including ~~both capital and operating/maintenance costs~~ the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public improvements.

~~2.8. 2.5. A Financial Feasibility Study.~~ The Completed Application shall include a financial feasibility study ~~for the entire project (or such phases of the project that are expected to be constructed within five (5) years of submission of the Application) covering, covering the period of time until the last proposed bond of the CFD will be paid, for the entire project being developed on the property in the proposed CFD, including~~ both the public infrastructure and the private development. ~~This should~~ The financial feasibility study shall include:

a. An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will be allocated and what will be the impact to the ultimate end users of the property, specifically projected property taxes and property tax rates, special assessments, fees, charges and any other costs that would be borne by property in the CFD. The analysis ~~should~~ shall also address the impact these costs will have on the marketability of the private development and a comparison of proposed tax rates or charges within the proposed CFD contrasted with the tax rates and charges within the proposed CFD contrasted to the tax rates and changes in adjoining and similar areas outside of the proposed CFD.

b. A financing plan for the private development in the CFD.

c. A market absorption study for the private development in the CFD, prepared by an independent consultant acceptable to the Town. ~~Such study, which~~ shall include estimates of the revenue to be generated by the development ~~and, an estimate of the ability of the market to absorb the development as well as, and~~ a market absorption calendar for the ~~private~~ development.

~~d. A value-to-lien ratio analysis based on the requirements of these CFD Policy Guidelines.~~ The value portion of the analysis shall be the estimated value of the property within the CFD determined per subparagraph 4.6.g.iii below. The lien portion of the analysis shall be the sum of the principal amount of any outstanding CFD public financing and the proposed public financing.

~~e. 2.6.~~ A description and estimated amounts of the proposed equity contribution from the ~~applicant/landowner~~ Applicant and a calendar showing the timing of such equity contribution.

2.9. Insurance. The Completed Application shall provide an explanation of how insurance coverage shall be provided by the Applicant and how assurances will be provided that premiums and deductibles will be paid in the future. The Applicant is responsible for the cost of insurance to cover all actions and activities taken by the Board of Directors and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the Risk Manager of the Town. Insurance must include "per occurrence coverage" including a "securities" rider if bonds are to be sold.

2.10. Indemnification. The Completed Application shall indicate how indemnification as required by the Development Agreement will be provided by the Applicant to the Town and the CFD and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD. The Completed Application shall include financial statements and other supporting information for the entity providing the indemnification and shall provide appropriate collateral to cover the indemnity.

2.11. Other Information. The Completed Application shall include:

a. A detailed description of the proposed marketing plan to be used by the Applicant and/or home builders to market property within the CFD. This information may include, but is not limited to, descriptions and cost estimates of public infrastructure improvements to be financed by the CFD and a comparison of the proposed CFD to similar CFDs in the area.

~~b. 2.7. A description of the applicant's professional experience and evidence demonstrating its financial capacity (including financial statements) to undertake the development associated with the public infrastructure and the private development.~~ homebuyer disclosure form with a signed acknowledgement of receipt by the initial homebuyer of each lot in the CFD, in which the Applicant or home builder explains to prospective CFD landowners all of the following:

i. The existence of the CFD.

ii. The purposes for which the CFD was formed.

iii. The CFD's expected and possible secondary property tax rate.

iv. The estimated annual secondary tax amount based on applying the CFD's expected and possible secondary property tax rate to a representative residential property value.

v. Assessment and other financial burdens of the CFD.

~~c. 2.8. A disclosure form which will be used to explain the expected and possible tax, assessment and other financial burdens of the CFD to prospective CFD landowners. Upon each sale of property in the CFD, the developer/landowner shall file with the Town a receipt that acknowledges the purchaser's receipt of the disclosure form. (Landowners/developers are required to describe in their promotional material the financial and other relative impacts on the development being included in a CFD.)~~ The Applicant's description of the signing and record-keeping processes to be used for retaining all signed homebuyer

disclosure forms, which shall include a requirement that the Applicant or home builder shall file with the Town a copy of each signed homebuyer disclosure form within 30 days of sale.~~1.1. —~~

d. 2.9. An operating plan for the CFD, ~~i.e., explaining~~ what functions the CFD ~~would~~will provide and how the operation and maintenance of the infrastructure and all other services in the CFD ~~would~~will be provided.

~~2.10. A description of how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town's General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan Map for the area.~~

~~ARTICLE 3.~~

Application Procedures

e. The District Development and Financing Participation Agreement between the Town and the Applicant (the "Development Agreement") in substantially final form, including all terms and provisions to be approved by the Town if formation of a CFD is approved. The Development Agreement must include matters required by the Act, including without limitation the subdivision public report requirements at A.R.S. § 48-708(D), and must have been fully negotiated by the Applicant and Town staff, with agreement by both parties.

ARTICLE 3. APPLICATION PROCEDURES

3.1. ~~Ten (10) copies~~The original and one electronic copy of the application for the formation of a CFD shall be submitted to the Finance Director of the Town who will coordinate an interdepartmental analysis of each application.

3.2. At the time of submission of the application, the applicant shall pay ~~a non-refundable application fee of \$75,000.00, and shall deposit an additional \$25,000.00 as a deposit on account to be applied by the Town in its sole discretion to the costs incurred in connection with the processing of the application, the formation or administration of the CFD. When \$20,000.00 (and each subsequent \$20,000.00 amount hereinafter described) is expended, an accounting will be made to the applicant for all costs incurred by the Town and an additional \$20,000.00 will be requested and must be paid forthwith~~an application fee of \$15,000.00.

3.3. Prior to submission of a Completed Application, and at the request of a potential Applicant, the Finance Director may arrange a ~~pre-application conference with the potential Applicant, appropriate Town staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these CFD Policy Guidelines.~~

3.4. The Applicant shall provide any and all supplemental information requested by Town staff at or following the pre-application conference or any other time during the application process.

3.5. The review, analysis and consideration of a Completed Application will include:

a. A comprehensive review of the completed application to determine whether the completed application is consistent with these CFD Policy Guidelines, identification of missing or

incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits.

b. Under the direction of the Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the formation of the proposed CFD and its effects on the Town. The report may recommend that additional requirements be placed on the Applicant, on any related developer, landowner, or builder, and/or on the proposed CFD itself. This review will include the preliminary approval of the form, terms and provisions of the “substantially complete” Development and Financing Participation Agreement necessary for formation of a CFD.

3.6. Within 60 days after the Applicant’s submission of a Completed Application, the Town Council shall hold a public hearing to consider the Completed Application. A resolution declaring the intent to form a CFD may be considered by Town Council immediately following the public hearing. If the Town Council does not adopt the resolution, it will provide a written basis for not adopting the resolution and shall identify the specific changes needed for the completed application to be approved.

3.7. If an application includes a petition for formation signed by owners of all of the land in the proposed CFD and meets all the requirements of Article 2 in form satisfactory to the Town, the Town may declare the CFD formed without posting, publication, mailing, notice and public hearings or landowner election. Otherwise, the alternative provisions of the Act must be followed.

3.8. ~~3.3.~~ If the Town Council approves the formation of a CFD ~~and there are~~ any existing agreements with ~~developers/landowners~~ the Applicant for the provision of infrastructure proposed to be furnished by the CFD ~~then those agreements~~ will be deemed amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure improvements will be provided (including by acquisition) by either the ~~developer/landowner~~ Applicant or the CFD.

~~3.4. After the application fee and deposit are submitted, the Finance Director shall arrange an pre-application conference with the appropriate Town staff, for the purpose of reviewing the application for conformity with Town policies.~~

~~3.5. If, following the pre-application conference or any other time during the application process Town staff requests additional information, the applicant shall provide any and all supplemental information requested.~~

~~3.6. After analysis of an application as supplemented, Town staff, under the direction of the Finance Officer, may prepare a report including recommendations relating to the CFD and an analysis of the impact of the formation of the CFD and its effects on the Town. This report may provide a recommended disposition of the application and any additional requirements that will be placed on the developer/landowner and the CFD.~~

~~1.1. 3.7. If all costs billed or available to the Town have been paid by the applicant by a date at least seven (7) days prior to the date of the meeting of the council at which the application is to be considered and if the application meets the qualifications provided herein, the~~

~~application, along with any report and recommendations by Town staff, will be forwarded to the Town Council.~~

3.9. ~~3.8.~~ If the Town Council approves an application for formation of a CFD, the ~~applying developer/landowner~~ Applicant and the ~~Town~~ staff ~~of the Town~~ shall coordinate a schedule of events for formation of the CFD and shall ~~negotiate an appropriate agreement between the Town and the developer/landowner~~ finalize negotiation of the Development Agreement, which shall be entered into prior to or concurrently with formation of the CFD, ~~and~~ which shall incorporate the requirements of any report, ~~or~~ recommendations of ~~the~~ Town staff relating to ~~such~~ the CFD, the requirements of these ~~policy guidelines~~ CFD Policy Guidelines, and any other restrictions, ~~and~~ provisions ~~and agreements~~ required by the Town.

~~3.9. In the event a CFD is not formed within eight months from the original date of submittal due to the Applicant's failure to provide requested information or to further the application process, the original application shall be deemed dormant. Attempts to revive a dormant application shall follow the same process and procedures as an original application, including payment of all application fees.~~

~~ARTICLE 4.~~

~~CFD Operations and Debt Financing~~

ARTICLE 4. CFD OPERATIONS AND DEBT FINANCING

4.1. The Applicant shall be obligated to pay costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements.

a. ~~4.1.~~ Upon formation of a CFD the ~~developer/landowner~~ Applicant shall deposit with the ~~CFD~~ Town's Finance Department a non-refundable administrative expense fee in the amount of \$50,000. ~~00.~~ The administrative expense fee shall be applied by the ~~CFD~~ Town to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements. From time to time, upon depletion of the administrative expense fee, the ~~CFD~~ Town may request, and the ~~developer/landowner~~ Applicant shall promptly deposit ~~with the CFD~~, additional \$25,000. ~~00~~ deposits to be applied to the purposes contemplated in this Section 4.1.

b. ~~4.2.~~ ~~In order to provide for the CFD to be self-supporting for its~~ An ad valorem tax of \$.30 per \$100 of assessed valuation for all real and personal property in the CFD shall be assessed pursuant to A.R.S. § 48-723 to cover administrative, operation, and maintenance expenses incurred by the CFD and by the Town ~~and the CFD, unless otherwise agreed, will require the imposition of a \$.30 per 100 of assessed value ad valorem tax upon the CFD taxable property. Failure to impose such tax will relieve the Town and the CFD from undertaking any obligations or operations for the benefit of the CFD. CFD administration, operation, and maintenance costs will be paid first from the proceeds of this ad valorem tax, and then from the Applicant's deposit referenced in subsection 4.1.a above.~~

- c. The Applicant shall provide \$100,000 in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, to secure the Applicant's obligation to pay costs and expenses incurred in connection with administration, operation, and maintenance of the CFD or its public improvements.
- d. The security required under subsections 4.1.a and 4.1.c above shall remain in full force and effect until the assessed value of real property in the CFD generates at least \$100,000 per year ad valorem taxes from the \$.30 per \$100 of assessed valuation assessed pursuant to A.R.S. § 48-723 for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.
- e. The Applicant remains obligated to pay costs and expenses incurred in connection with the CFD notwithstanding any release of security.
- ~~4.2.~~ 4.3. In connection with any request for debt financing, ~~applicant~~ the Applicant shall provide a current appraisal of the fair cash market value of the property within the proposed CFD which is to be taxed or assessed, prepared by a person who is designated as a Member Appraisal Institute ("MAI") and a certified general real estate appraiser (such person hereafter referred to as an "MAI Appraiser"), such appraisal to be in form and substance acceptable to the Town, in its sole discretion. ~~Generally, the appraisal shall be based on the wholesale, bulk sale of the property in the CFD.~~
- ~~4.3.~~ 4.4. The amount of CFD debt ~~of a CFD may~~ shall not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the Town, and ~~second, that the CFD debt imposed on the CFD shall~~ not impose an unreasonable financial burden on future CFD residents.
- ~~4.4.~~ 4.5. General obligation bonds of the CFD are secured by an ad valorem tax on all taxable property located within the CFD. ~~An applicant for~~ An Applicant seeking the issuance of CFD general obligation bonds ~~should~~ shall describe in each project feasibility report the following:
- a. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll. ~~a. —~~
 - b. The amount and timing of CFD general obligation bonds to be issued.
 - c. The expected market absorption of development within the CFD.
 - d. The effect of the CFD bond issuance on CFD tax rates, calculated as of the beginning, midway through, and at the end of the market absorption period, or based on the phasing of the project to be financed, as applicable.
 - e. Estimated savings, if any, to residents in the form of reduced home sales prices which are projected to result from CFD financing.
 - f. ~~Any plan for subsidizing CFD tax rates.~~ The proposed total tax rate of the CFD. If the pre-established debt service target tax rate is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due, the Applicant will be required to contribute an amount annually sufficient to pay the difference between the revenues

produced by the pre-established target tax rate and the actual CFD debt service coming due in that fiscal year. To secure the Applicant's payment of this contribution, the Applicant shall provide security in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, in the amount of the larger of (i) three times the difference between Maximum Annual Debt Service ("MADS") and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) MADS (1 x MADS). All of the foregoing items need to be described in detail. A cash flow schedule illustrating the security amount and the time period required to cover such shortfall will be required to be submitted by the Applicant prior to the issuance of general obligation bonds. The security may be resized at each subsequent bond issuance to the larger of (i) three times the difference between MADS and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) MADS. The security shall remain in full force and effect until such time as the assessed value of real property in the CFD generates ad valorem taxes at the pre-established CFD target tax rate sufficient to pay the annual CFD debt service, when due, for a period of three consecutive years beginning the year immediately following the final bond issuance.

- g. Whether the bonds will be publicly offered or privately placed. Publicly offered bonds must be rated in one of the four highest investment grade ratings from ~~either~~ Standard & Poor's Corporation, Moody's Investors Services, Inc., or ~~other~~another nationally recognized bond rating ~~services.~~service. Privately placed bonds need not be rated; however, the purchasers of such general obligation bonds must be "qualified institutional buyers" (as ~~such that~~ term is defined in Rule 144A of the Securities Exchange Commission) and must agree not to resell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of general obligation bonds in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.5. ~~4.6.~~ Revenue bonds shall be payable from a CFD revenue source. ~~An applicant for An~~ Applicant seeking the issuance of CFD revenue bonds must describe in each project feasibility report, the following:

- a. The current direct and overlapping tax and assessment burdens on the taxable property within the CFD and the full cash value and assessed valuation of that taxable property as shown on the most recent assessment roll.
- b. The revenue source from which bonds will be payable. The Town reserves the right to require the applicant to produce such independently prepared feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.
- c. The expected market absorption of development within the CFD.
- d. The amount and timing of CFD revenue bonds to be issued.
- e. The financial impact of the proposed issue(s) on prospective residents.
- f. Whether the bonds will be publicly offered or privately placed. Publicly offered revenue bonds must be rated in one of the four highest investment grade ratings from ~~either~~ Standard & Poor's Corporation, Moody's Investors Service, Inc., or ~~other~~another

nationally recognized bond rating ~~services—service~~. Privately place bonds need not be rated; however, the purchasers of such revenue bonds must be “qualified institutional buyers” and must agree not to sell the bonds except to “qualified institutional buyers” in a private placement; provided, however, that a purchaser of a revenue bond in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating. ~~a. ———~~

4.6. ~~4.7.~~ Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. ~~Applicants for~~ An Applicant seeking the issuance of CFD assessment bonds ~~should~~ describe in the application and in each project feasibility report, the following:

- a. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.
- b. The amount and timing of CFD assessment bonds to be issued.
- c. The expected market absorption of development within the CFD.
- d. The assessment burden to be placed on prospective residents.

e. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.

f. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land.

g. e- Whether the assessment bonds will be publicly offered or privately placed.

i. Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from ~~either~~ Standard & Poor’s Corporation, Moody’s Investors Service, Inc., or ~~other~~ another nationally recognized bond rating ~~services—or service~~. Alternatively, in an unrated public offering, ~~an~~ the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD ~~b~~ Board, in its sole discretion, ~~shall indicate a~~ evidencing

1) A land value (prior to any private or public improvements being installed) to debt ratio of at least 4 to 1 prior to the issuance of debt for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below).

2) A land value to debt ratio of at least 6 to 1 prior to the issuance of debt in all other circumstances.

ii. Privately placed bonds need not be rated; however the purchasers of such assessment bonds must be “qualified institutional buyers” who must agree to hold the bonds for their own account or agree not to sell the bonds except to “qualified institutional buyers.” ~~Further, in~~ In connection with the sale of unrated privately placed assessment bonds, the ~~CFD board must have received an~~ Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the ~~Town~~ CFD Board, in its sole discretion, indicating a

land value ~~(prior to any improvements being installed)~~ to debt ratio of at least 4 to 1 as of a date prior to the issuance of debt.

iii. The independent fee appraisal provided by the Applicant for an unrated public offering (subparagraph i above) or for privately placed bonds (subparagraph ii above) shall value the property as follows:

1) Where the bonds will be used to pay for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below), the appraisal shall be based on the appraised value of the land to be encumbered including the value of constructed or expected to be constructed public improvements. The value of public improvements expected to be constructed will only be considered if adequate security (performance bond or similar) is in place to ensure that the assets are constructed.

2) In all other circumstances, the appraisal shall be based on the appraised value of the land to be encumbered at its bulk wholesale value ~~prior to any private or public improvements being installed.~~

4.7. ~~4.8.~~ Notwithstanding the restrictions pertaining to public sales and private placements of the bonds set forth in this Article 4, the restrictions may be modified if other financing structures are presented which, in the sole discretion of the CFD ~~b~~Board, provide other means to address CFD concerns.

~~ARTICLE 5.~~

Financing Considerations

ARTICLE 5. FINANCING CONSIDERATIONS

5.1. The ~~applicant or developer/landowner~~ Applicant shall provide at least \$0.25 in infrastructure or community improvements for each \$1.00 of debt to be issued by a CFD to finance public infrastructure purposes. If agreed to by the CFD, prior infrastructure and community improvements constructed or acquired by the ~~applicant or the developer/landowner~~ Applicant and benefiting the property within the CFD may be included in calculating the ~~applicant's or developer/landowner~~ Applicant's compliance with this Section 5.1.

5.2. If allowed by law, all bond issues shall include a debt service reserve fund in an amount acceptable to the CFD ~~b~~Board.

5.3. Privately placed bonds shall have minimum authorized denominations of \$100,000. ~~4.1.~~

5.4. A general obligation bond authorization for a CFD shall expire no later than ~~seven (7) years from the date of voter authorization~~ the earlier of the 15th anniversary of the first bond issuance or 75% of development lots. Under extenuating circumstances the CFD Board may, in its sole and absolute discretion, extend this period.

5.5. In further consideration of the types of debt obligations used to finance the acquisition or construction of eligible public infrastructure, the following shall guide CFD obligations:

a. Routine Public Infrastructure Requirements. General obligation bonds shall be the preferred financing mechanism for CFDs with routine public infrastructure requirements.

The pre-established debt service target tax rate shall be levied upon all CFD taxable property.

b. Extraordinary Public Infrastructure Requirements. General obligation bonds and/or special assessment bonds may be used for any portion of extraordinary public infrastructure required for the CFD. Extraordinary public infrastructure requirements are those infrastructure elements not routinely required for a development project. Examples of extraordinary public infrastructure include but are not necessarily limited to transportation interchanges, water reclamation facilities, water treatment campuses, and similar regional public infrastructure improvements. The pre-established debt service target tax rate shall not be exceeded and shall be levied upon all CFD taxable property for any general obligation bonds, as applicable. Special assessment liens shall not exceed the value-to-lien ratio described in subparagraph 4.6.g above on a per lot basis.

5.6. ~~5.5. The applicant, developer/landowner (or such other~~ Applicant or a third party acceptable to the Town and ~~CFD), for any CFD bonds,~~ the CFD Board shall indemnify the Town and the CFD and their agents and employees and shall hold the Town and the CFD and their agents and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD.

5.7. The Applicant shall obtain and pay the cost of a directors and officers (D&O) insurance policy to cover all actions and activities taken by the CFD Board and officers of the CFD relating to the CFD formation, financing, administrative actions and other related activities. The Applicant shall deposit the amount of any deductible under the D&O insurance policy in escrow with the CFD Board or shall provide security acceptable to the CFD Board for the amount of the deductible. The amount of the D&O coverage shall at all times equal or exceed \$2,000,000 per occurrence and \$2,000,000 aggregate. The CFD Board may increase the D&O coverage from time to time commensurate with increases in coverage obtained by the Town for its directors and officers.

5.8. ~~5.6. Unless otherwise provided to the Town pursuant to other requirements, prior to CFD financing and acquisition by the CFD or Town, the CFD or Town will require an independent environmental report or assessment of any real property which will be dedicated to or otherwise owned, leased or operated by the Town or the CFD and a proposed form or indemnity agreement with respect to all environmental~~ ~~law~~ liability.

Document comparison by Workshare 9.5 on Wednesday, May 29, 2019 5:49:53 PM

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Description	amended cfd policies
Document 2 ID	C:\Users\fcassidy\Documents\Finance\POL 20190529 Amended CFD Policy version 5.DOCX
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Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
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Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Insertions	308
Deletions	192
Moved from	12
Moved to	12
Style change	0
Format changed	0
Total changes	524

**TOWN OF MARANA, ARIZONA
POLICY GUIDELINES AND APPLICATION PROCEDURES
FOR THE ESTABLISHMENT OF
COMMUNITY FACILITIES DISTRICTS***

In order to secure for the Town of Marana, Arizona (the “Town”) the benefits of the Community Facilities Act[†] (the “Act”) and to promote the best interests of the Town, the following CFD Policy Guidelines and Application Procedures (these “CFD Policy Guidelines”) have been adopted by the Town Council.

A community facilities district (“CFD”) provides a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of the CFD, and to better enable the Town to provide municipal services within the boundaries of the CFD. The Town Council recognizes the ability of the CFD to permit the construction of infrastructure that might otherwise not be constructed. For these reasons, the Town Council has established these CFD Policy Guidelines.

Considering that the establishment of a CFD is the legal equivalent of the establishment of an entirely new municipal entity within the boundaries of the Town, the Town Council believes that the formation of the CFD should be entered into carefully, to ensure its lasting success.

ARTICLE 1. GENERAL POLICIES

- 1.1. CFDs should be utilized primarily in connection with the financing of major infrastructure for development of residential projects, master planned communities or projects which include resort hotels or substantial commercial development.
- 1.2. Priority should be given to CFDs that provide an enhanced level of public infrastructure amenities and/or municipal services. CFD financing will not be provided for public infrastructure improvements which are normally expected as part of a development. Public improvements financed by a CFD should be in conformance with the Town’s General Plan in order to encourage orderly growth and development.
- 1.3. All costs incurred by the Town and the CFD in connection with the CFD application, formation, and administration, and all operation expenses appurtenant to the CFD, will be paid by the developer/(the “Applicant”) through advance payments as provided in these CFD Policy Guidelines. Payment shall include payment for services rendered by Town and CFD staff as well as services rendered by outside consultants who may be retained by the Town or the CFD, including but not limited to bond counsel, financial advisors, engineers, and appraisers. If the Town or CFD uses outside consultants as “staff,” such as attorneys or engineers, those consultants will also be paid their customary rate for services. If authorized by the CFD Board, exercising its sole discretion, all or part of such costs may be paid by a CFD tax levy or reimbursed to the Applicant from a CFD tax levy, CFD assessment, CFD revenues, or CFD bond proceeds, so long as such reimbursement is in conformance with federal law, state law, and these CFD Policy Guidelines.

* Adopted by Marana Resolution No. 97-42 (5/21/1997); amended by Marana Resolution No. 2004-161 (11/5/04) and Marana Resolution No. 2019-XXX (XX/XX/2019).

[†] Arizona Revised Statutes section (A.R.S. §) 48-701 *et. seq.*, as amended.

- 1.4. The Town will encourage an area to be governed by as few CFDs as possible, and a preference will be given to one master CFD. These CFD Policy Guidelines are adopted to provide ease of administration and the largest tax/revenue base possible. The decision to form a CFD shall be a decision of the Town Council exercised in its sole and absolute discretion.
- 1.5. Unless otherwise agreed to by the Town, a CFD formed after 2018 will be governed by a board of directors comprised of the members of the Town Council, ex officio, with two additional members designated by the owner of the largest amount of privately-owned acreage in the proposed district and who are appointed by Town Council. The day-to-day responsibilities of the CFD will be performed by Town staff or, pursuant to a contract, by outside personnel. At the sole option of the CFD Board, advisory committees may be utilized.
- 1.6. Unless otherwise agreed to by the Town, the CFD must be self-supporting from the standpoints of financing, operations, and maintenance. No Town funds will be used for CFD purposes. Notwithstanding anything contained in these CFD Policy Guidelines, neither the property, the full faith and credit, nor the taxing power of the Town shall be pledged to the payment of any CFD obligation or indebtedness.
- 1.7. The CFD Board will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD after review of the project feasibility report, Member Appraisal Institute ("MAI") property appraisals (utilizing the appropriate appraisal methodology) acceptable to the CFD Board, and other required pertinent information.
- 1.8. A key tenet of these CFD Policy Guidelines is the financial protection of homeowners within a CFD. As such, these CFD Policy Guidelines include provisions that attempt to protect homeowners from financial liability in excess of targeted tax rates and assessments. Similarly, these CFD Policy Guidelines include provisions designed to meet all financial obligations and/or legal exposures of the CFD.
- 1.9. The CFD will construct all public improvements utilizing public bidding procedures in accordance with applicable laws, rules, and regulations and as would be applied by the Town in a construction project for the Town. In general, this requires compliance with Arizona Revised Statutes Title 34 and the Town of Marana Procurement Code (Town Code Chapter 3-4).
- 1.10. The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure improvements, if such real property would be required to be dedicated and conveyed to the Town by the Applicant upon development of its property.
- 1.11. CFD bond proceeds will not be used for public infrastructure improvements which are included in an infrastructure improvements plan adopted in support of a development impact fee.
- ~~1.12. Unless otherwise agreed to by the Town, all costs of administration and operation of the CFD and the operation and maintenance of public infrastructure in the CFD shall be the responsibility of the CFD, the Applicant, applicable homeowners' associations, or any combination of the foregoing, as may be acceptable to the Town and the CFD Board.~~
- 1.12. ~~1.13.~~ The Town retains the right to select all consultants necessary for the evaluation of any application and the proceedings for the formation of a CFD and the issuance of CFD bonds. This includes but is not limited to any special tax consultant, bond counsel, underwriter, appraiser, engineer, or any other consultant deemed necessary by the Town or the CFD Board.

1.13. ~~1.14.~~ These CFD Policy Guidelines may be modified from time to time by the Town. Any applicant will be given the opportunity to propose alternative approaches to those provided herein, with the understanding that concerns of the Town must be adequately addressed before the staff of the Town will recommend approval of a CFD by the Town Council.

ARTICLE 2. CONTENT OF APPLICATION

- 2.1. **Completed Application.** Pursuant to A.R.S. § 48-702(B), the Applicant shall submit a completed application for the formation of a CFD (the “Completed Application”) to the Town’s Finance Department before the Town will consider forming a CFD. The Completed Application shall, at a minimum, contain the information set forth below and must be organized in the manner described in this Article.
- 2.2. **Petition in Favor of Formation.** The Completed Application shall include a petition signed by the owners of at least 25% of the land area proposed to be included in the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel.
- 2.3. **Applicant Information.** The Completed Application shall include:
- a. A description of the Applicant, including its corporate and organizational structure, and the names of all officers and corporate directors of the Applicant.
 - b. The name, address, telephone number, and email address of the Applicant’s primary contact.
 - c. The names, addresses, telephone numbers, and email addresses of any legal representatives, engineers, architects, financial consultants or other consultants of the Applicant or significantly involved in the application.
 - d. A general description of the Applicant’s experience with similar types of developments.
 - e. Evidence demonstrating the Applicant’s ability and capacity (including financial statements and supporting information) to undertake the proposed public infrastructure and private development.
- 2.4. **Board Member Information.** The Completed Application shall describe the process for the designation of two additional CFD Board members, including the following:
- a. Provide the names, addresses, telephone numbers, email addresses, backgrounds, qualifications, and other relevant information of the two proposed additional CFD Board members to be designated by the owner of the largest amount of privately owned acreage in the proposed CFD.
 - b. State the process for the designation of the two additional CFD Board members on completion of the development of all property in the CFD.
 - c. Provide documentation evidencing each proposed CFD Board member’s acknowledgment of his or her obligation to comply with Arizona Revised Statutes Title 38 (“Public Officers and Employees”), Chapter 3 (“Conduct of Office”), Articles 3.1 (“Public Meetings and Proceedings”) and 8 (“Conflict of Interest of Officers and Employees”).

- d. Provide unqualified hold harmless and indemnity guarantees to the Town, the CFD, and officers, agents and employees of the Town and the CFD for the actions and conduct of each proposed CFD Board member.

2.5. Proposed CFD. The Completed Application shall include:

- a. A description of how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town's General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan Map for the area.
- b. A general description of the proposed CFD with an analysis of the appropriateness of the CFD boundaries.
- c. A legal description of the proposed CFD boundaries with an accompanying depiction.
- d. A current title report showing the names and addresses of persons with any interest in the land within the proposed CFD boundaries.
- e. A certificate from the respective county elections department(s) showing the names and addresses of all qualified electors in the proposed CFD boundaries.

2.6. Project Description and Proposed Improvements. The Completed Application shall include:

- a. A general plan setting out a detailed description of the types of public infrastructure to be financed by the CFD, including the estimated construction or acquisition costs of the public infrastructure and the annual operation and maintenance costs of the public infrastructure and the governmental approvals that will be required for both the public and private improvements to be constructed and operated within the proposed CFD.
- b. A proposed project schedule for commencement and completion of the public infrastructure and the private development within the proposed CFD.

2.7. Financing Plan. The Completed Application shall include a detailed description of the financing plan that includes the sources and uses of monies to be used to cover the capital, operating, and maintenance costs for the public infrastructure within the proposed CFD, including the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public improvements.

2.8. Financial Feasibility Study. The Completed Application shall include a financial feasibility study, covering the period of time until the last proposed bond of the CFD will be paid, for the entire project being developed on the property in the proposed CFD, including both the public infrastructure and the private development. The financial feasibility study shall include:

- a. An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will be allocated and what will be the impact to the ultimate end users of the property, specifically projected property taxes and property tax rates, special assessments, fees, charges and any other costs that would be borne by property in the CFD. The analysis shall also address the impact these costs will have on the marketability of the private development and a comparison of proposed tax rates or charges within the proposed CFD contrasted with the tax rates and charges within the proposed

CFD contrasted to the tax rates and changes in adjoining and similar areas outside of the proposed CFD.

- b. A financing plan for the private development in the CFD.
- c. A market absorption study for the private development in the CFD, prepared by an independent consultant acceptable to the Town, which shall include estimates of the revenue to be generated by the development, an estimate of the ability of the market to absorb the development, and a market absorption calendar for the development.
- d. A value-to-lien ratio analysis based on the requirements of these CFD Policy Guidelines. The value portion of the analysis shall be the estimated value of the property within the CFD ~~as improved by the already completed CFD public improvements acquired and/or constructed~~ determined per subparagraph 4.6.g.iii below. The lien portion of the analysis shall be the sum of the principal amount of any outstanding CFD public financing and the proposed public financing.
- e. A description and estimated amounts of the proposed equity contribution from the Applicant and a calendar showing the timing of such equity contribution.

2.9. **Insurance.** The Completed Application shall provide an explanation of how insurance coverage shall be provided by the Applicant and how assurances will be provided that premiums and deductibles will be paid in the future. The Applicant is responsible for the cost of insurance to cover all actions and activities taken by the Board of Directors and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the Risk Manager of the Town. Insurance must include “per occurrence coverage” including a “securities” rider if bonds are to be sold.

2.10. **Indemnification.** The Completed Application shall indicate how indemnification as required by the Development Agreement will be provided by the Applicant to the Town and the CFD and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys’ fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD. The Completed Application shall include financial statements and other supporting information for the entity providing the indemnification and shall provide appropriate collateral to cover the indemnity.

2.11. **Other Information.** The Completed Application shall include:

- a. A detailed description of the proposed marketing plan to be used by the Applicant and/or home builders to market property within the CFD. This information may include, but is not limited to, descriptions and cost estimates of public infrastructure improvements to be financed by the CFD and a comparison of the proposed CFD to similar CFDs in the area.
- b. A homebuyer disclosure form with a signed acknowledgement of receipt by the initial homebuyer of each lot in the CFD, in which the Applicant or home builder explains to prospective CFD landowners all of the following:
 - i. The existence of the CFD.
 - ii. The purposes for which the CFD was formed.

- iii. The CFD's expected and possible secondary property tax rate.
 - iv. The estimated annual secondary tax amount based on applying the CFD's expected and possible secondary property tax rate to a representative residential property value.
 - v. Assessment and other financial burdens of the CFD.
- c. The Applicant's description of the signing and record-keeping processes to be used for retaining all signed homebuyer disclosure forms, which shall include a requirement that the Applicant or home builder shall file with the Town a copy of each signed homebuyer disclosure form within 30 days of sale.
 - d. An operating plan for the CFD, explaining what functions the CFD will provide and how the operation and maintenance of the infrastructure and all other services in the CFD will be provided.
 - e. The District Development and Financing Participation Agreement between the Town and the Applicant (the "Development Agreement") in substantially final form, including all terms and provisions to be approved by the Town if formation of a CFD is approved. The Development Agreement must include matters required by the Act, including without limitation the subdivision public report requirements at A.R.S. § 48-708(D), and must have been fully negotiated by the Applicant and Town staff, with agreement by both parties.

ARTICLE 3. APPLICATION PROCEDURES

- 3.1. The original and one electronic copy of the application for the formation of a CFD shall be submitted to the Finance Director of the Town who will coordinate an interdepartmental analysis of each application.
- 3.2. At the time of submission of the application, the applicant shall pay an application fee of **\$15,000.00**.
- 3.3. Prior to submission of a Completed Application, and at the request of a potential Applicant, the Finance Director may arrange a pre-application conference with the potential Applicant, appropriate Town staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these CFD Policy Guidelines.
- 3.4. The Applicant shall provide any and all supplemental information requested by Town staff at or following the pre-application conference or any other time during the application process.
- 3.5. The review, analysis and consideration of a Completed Application will include:
 - a. A comprehensive review of the completed application to determine whether the completed application is consistent with these CFD Policy Guidelines, identification of missing or incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits.
 - b. Under the direction of the Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the formation of the proposed CFD and its effects on the Town. The report may recommend that additional requirements be placed on the Applicant, on any related developer,

landowner, or builder, and/or on the proposed CFD itself. This review will include the preliminary approval of the form, terms and provisions of the “substantially complete” Development and Financing Participation Agreement necessary for formation of a CFD.

- 3.6. Within 60 days after the Applicant’s submission of a Completed Application, the Town Council shall hold a public hearing to consider the Completed Application. A resolution declaring the intent to form a CFD may be considered by Town Council immediately following the public hearing. If the Town Council does not adopt the resolution, it will provide a written basis for not adopting the resolution and shall identify the specific changes needed for the completed application to be approved.
- 3.7. If an application includes a petition for formation signed by owners of all of the land in the proposed CFD and meets all the requirements of Article 2 in form satisfactory to the Town, the Town may declare the CFD formed without posting, publication, mailing, notice and public hearings or landowner election. Otherwise, the alternative provisions of the Act must be followed.
- 3.8. If the Town Council approves the formation of a CFD, any existing agreements with the Applicant for the provision of infrastructure proposed to be furnished by the CFD will be deemed amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure improvements will be provided (including by acquisition) by either the Applicant or the CFD.
- 3.9. If the Town Council approves an application for formation of a CFD, the Applicant and Town staff shall coordinate a schedule of events for formation of the CFD and shall finalize negotiation of the Development Agreement, which shall be entered into prior to or concurrently with formation of the CFD and which shall incorporate the requirements of any report or recommendations of Town staff relating to the CFD, the requirements of these CFD Policy Guidelines, and any other restrictions and provisions required by the Town.

ARTICLE 4. CFD OPERATIONS AND DEBT FINANCING

4.1. The Applicant shall be obligated to pay costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements.

a. ~~4.1.~~ Upon formation of a CFD the Applicant shall deposit with the Town’s Finance Department a non-refundable administrative expense fee in the amount of \$50,000. The administrative expense fee shall be applied by the Town to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements. From time to time, upon depletion of the administrative expense fee, the Town may request, and the Applicant shall promptly deposit, additional \$25,000 deposits to be applied to the purposes contemplated in this Section 4.1.

b. ~~4.2. Unless the Applicant and the CFD Board mutually agree otherwise, an~~ An ad valorem tax of \$.30 per \$100 of assessed valuation for all real and personal property in the CFD shall be assessed pursuant to A.R.S. § 48-723 to cover administrative, operation, and maintenance expenses incurred by the CFD and by the Town for the benefit of the CFD. CFD administration, operation, and maintenance costs will be paid first from the proceeds

of this ad valorem tax, and then from the Applicant's deposit referenced in subsection 4.1.a above.

c. The Applicant shall provide \$100,000 in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, to secure the Applicant's obligation to pay costs and expenses incurred in connection with administration, operation, and maintenance of the CFD or its public improvements.

d. The security required under subsections 4.1.a and 4.1.c above shall remain in full force and effect until the assessed value of real property in the CFD generates at least \$100,000 per year ad valorem taxes from the \$.30 per \$100 of assessed valuation assessed pursuant to A.R.S. § 48-723 for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.

e. The Applicant remains obligated to pay costs and expenses incurred in connection with the CFD notwithstanding any release of security.

4.2. ~~4.3.~~ In connection with any request for debt financing, the Applicant shall provide a current appraisal of the fair cash market value of the property within the proposed CFD which is to be taxed or assessed, prepared by a person who is designated as a Member Appraisal Institute ("MAI") and a certified general real estate appraiser (such person hereafter referred to as an "MAI Appraiser"), such appraisal to be in form and substance acceptable to the Town, in its sole discretion.

4.3. ~~4.4.~~ The amount of CFD debt shall not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the Town, and the CFD debt shall not impose an unreasonable financial burden on future CFD residents.

4.4. ~~4.5.~~ General obligation bonds of the CFD are secured by an ad valorem tax on all taxable property located within the CFD. An Applicant seeking the issuance of CFD general obligation bonds shall describe in each project feasibility report the following:

- a. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll.
- b. The amount and timing of CFD general obligation bonds to be issued.
- c. The expected market absorption of development within the CFD.
- d. The effect of the CFD bond issuance on CFD tax rates, calculated as of the beginning, midway through, and at the end of the market absorption period, or based on the phasing of the project to be financed, as applicable.
- e. Estimated savings, if any, to residents in the form of reduced home sales prices which are projected to result from CFD financing.
- f. The proposed total tax rate of the CFD. If the pre-established debt service target tax rate is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due, the Applicant will be required to contribute an amount annually sufficient to pay the difference between the revenues produced by the pre-established target tax rate and the actual CFD debt service coming due in that fiscal year. ~~Security for~~ To secure the

Applicant's payment of this contribution ~~may be, the Applicant shall provide security~~ in the form of a cash contribution ~~at three times Maximum Annual Debt Service ("MADS"); standby contribution agreement, letter of credit,~~ or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, in the amount of the larger of (i) three times the difference between Maximum Annual Debt Service ("MADS") and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) MADS (1 x MADS). All of the foregoing items need to be described in detail. A cash flow schedule illustrating the security amount and the time period required to cover such shortfall will be required to be submitted by the Applicant prior to the issuance of general obligation bonds. The security may be resized at each subsequent bond issuance to the larger of (i) three times the difference between MADS and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) MADS. The security shall remain in full force and effect until such time as the assessed value of real property in the CFD generates ad valorem taxes at the pre-established CFD target tax rate sufficient to pay the annual CFD debt service, when due, for a period of three consecutive years beginning the year immediately following the ~~last~~final bond issuance.

- g. Whether the bonds will be publicly offered or privately placed. Publicly offered bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Services, Inc., or another nationally recognized bond rating service. Privately placed bonds need not be rated; however, the purchasers of such general obligation bonds must be "qualified institutional buyers" (as that term is defined in Rule 144A of the Securities Exchange Commission) and must agree not to resell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of general obligation bonds in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.5. ~~4.6.~~ Revenue bonds shall be payable from a CFD revenue source. An Applicant seeking the issuance of CFD revenue bonds must describe in each project feasibility report, the following:

- a. The current direct and overlapping tax and assessment burdens on the taxable property within the CFD and the full cash value and assessed valuation of that taxable property as shown on the most recent assessment roll.
- b. The revenue source from which bonds will be payable. The Town reserves the right to require the applicant to produce such independently prepared feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.
- c. The expected market absorption of development within the CFD.
- d. The amount and timing of CFD revenue bonds to be issued.
- e. The financial impact of the proposed issue(s) on prospective residents.
- f. Whether the bonds will be publicly offered or privately placed. Publicly offered revenue bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Privately place bonds need not be rated; however, the purchasers of such revenue bonds must be "qualified institutional buyers" and must agree not to sell the bonds except to "qualified institutional buyers" in a private placement; provided, however,

that a purchaser of a revenue bond in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.6. ~~4.7.~~ Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. An Applicant seeking the issuance of CFD assessment bonds shall describe in the application and in each project feasibility report, the following:

- a. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.
- b. The amount and timing of CFD assessment bonds to be issued.
- c. The expected market absorption of development within the CFD.
- d. The assessment burden to be placed on prospective residents.
- e. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.
- f. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land.
- g. Whether the assessment bonds will be publicly offered or privately placed.
 - i. Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Alternatively, in an unrated public offering, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, evidencing
 - 1) a land value to debt ratio of at least 4 to 1 prior to the issuance of debt for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below).
 - 2) A land value to debt ratio of at least 6 to 1 prior to the issuance of debt in all other circumstances.
 - ii. Privately placed bonds need not be rated; however the purchasers of such assessment bonds must be "qualified institutional buyers" who must agree to hold the bonds for their own account or agree not to sell the bonds except to "qualified institutional buyers." In connection with the sale of unrated privately placed assessment bonds, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, indicating a land value to debt ratio of at least 4 to 1 as of a date prior to the issuance of debt.
 - iii. The independent fee appraisal provided by the Applicant for an unrated public offering (subparagraph i above) or for privately placed bonds (subparagraph ii above) shall value the property ~~based on~~ as follows:

1) Where the bonds will be used to pay for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below), the appraisal shall be based on the appraised value of the land to be encumbered including the value of constructed or expected to be constructed public improvements. The value of public improvements expected to be constructed will only be considered if adequate security (performance bond or similar) is in place to ensure that the assets are constructed.

2) In all other circumstances, the appraisal shall be based on the appraised value of the land to be encumbered at its bulk wholesale value prior to any private or public improvements being installed.

4.7. ~~4.8.~~ Notwithstanding the restrictions pertaining to public sales and private placements of the bonds set forth in this Article 4, the restrictions may be modified if other financing structures are presented which, in the sole discretion of the CFD Board, provide other means to address CFD concerns.

ARTICLE 5. FINANCING CONSIDERATIONS

5.1. The Applicant shall provide at least \$0.25 in infrastructure or community improvements for each \$1.00 of debt to be issued by a CFD to finance public infrastructure purposes. If agreed to by the CFD, prior infrastructure and community improvements constructed or acquired by the Applicant and benefiting the property within the CFD may be included in calculating the Applicant's compliance with this Section 5.1.

5.2. If allowed by law, all bond issues shall include a debt service reserve fund in an amount acceptable to the CFD Board.

5.3. Privately placed bonds shall have minimum authorized denominations of \$100,000.

5.4. A general obligation bond authorization for a CFD shall expire no later than the earlier of the 15th anniversary of the first bond issuance or 75% of development lots. Under extenuating circumstances the CFD Board may, in its sole and absolute discretion, extend this period.

5.5. In further consideration of the types of debt obligations used to finance the acquisition or construction of eligible public infrastructure, the following shall guide CFD obligations:

a. Routine Public Infrastructure Requirements. General obligation bonds shall be the preferred financing mechanism for CFDs with routine public infrastructure requirements. The pre-established debt service target tax rate shall be levied upon all CFD taxable property.

b. Extraordinary Public Infrastructure Requirements. General obligation bonds and/or special assessment bonds may be used for any portion of extraordinary public infrastructure required for the CFD. ~~For the purposes of this paragraph, extraordinary~~ Extraordinary public infrastructure requirements are those infrastructure elements not routinely required for a development project. Examples of extraordinary public infrastructure include but are not necessarily limited to transportation interchanges, water reclamation facilities, water treatment campuses, and similar regional public infrastructure improvements. The pre-established debt service target tax rate shall not be exceeded and shall be levied upon all CFD taxable property for any general obligation bonds, as applicable. Special assessment

liens shall ~~be the lesser of \$X,XXX or~~ not exceed the value-to-lien ratio described in subparagraph 4.76.g above on a per lot basis.

- 5.6. The Applicant or a third party acceptable to the Town and the CFD Board shall indemnify the Town and the CFD and their agents and employees and shall hold the Town and the CFD and their agents and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD.
- 5.7. The Applicant shall obtain and pay the cost of a directors and officers (D&O) insurance policy to cover all actions and activities taken by the CFD Board and officers of the CFD relating to the CFD formation, financing, administrative actions and other related activities. The Applicant shall deposit the amount of any deductible under the D&O insurance policy in escrow with the CFD Board or shall provide security acceptable to the CFD Board for the amount of the deductible. The amount of the D&O coverage shall at all times equal or exceed \$2,000,000 per occurrence and \$2,000,000 aggregate. The CFD Board may increase the D&O coverage from time to time commensurate with increases in coverage obtained by the Town for its directors and officers.
- 5.8. Unless otherwise provided to the Town pursuant to other requirements, prior to CFD financing and acquisition by the CFD or Town, the CFD or Town will require an independent environmental report or assessment of any real property which will be dedicated to or otherwise owned, leased or operated by the Town or the CFD and a proposed form or indemnity agreement with respect to all environmental liability.

Document comparison by Workshare 9.5 on Wednesday, May 29, 2019 10:16:33 PM

Input:	
Document 1 ID	file:///C:/Users/fcassidy/Documents/Finance/POL 20190312 Amended CFD Policy with FC suggested revisions (00062350-1xA96C7).DOCX
Description	POL 20190312 Amended CFD Policy with FC suggested revisions (00062350-1xA96C7)
Document 2 ID	C:/Users/fcassidy/Documents/Finance/POL 20190529 Amended CFD Policy version 5.DOCX
Description	C:/Users/fcassidy/Documents/Finance/POL 20190529 Amended CFD Policy version 5.DOCX
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	43
Deletions	22
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	67



Council-Regular Meeting

A2

Meeting Date: 06/04/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: June 4, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2019.012: Relating to Business Regulations; adopting revisions to Marana Town Code Title 9 (Business Regulations); adding new Chapter 9-1 (General Provisions) and renumbering the chapters that follow to conform; replacing existing Chapter 9-1 (Business Licenses) with new Chapter 9-2 (Business Licenses); replacing existing Chapter 9-2 (Peddlers, Solicitors and Transient Merchants) with new Chapter 9-3 (Peddlers); replacing existing Chapter 9-3 (Swap Meets) with new Chapter 9-4 (Swap Meets); adding new Chapter 9-13 (Mobile Food Vendors); modifying various other provisions; and designating an effective date (Jane Fairall)

Resolution No. 2019-049: Relating to Business Regulations; declaring as a public record filed with the Town Clerk the revisions to Marana Town Code Title 9 (Business Regulations) adopted by Marana Ordinance No. 2019.012 (Jane Fairall)

Discussion:

The proposed ordinance includes numerous revisions to Title 9 of the Marana Town Code relating to business licenses and regulations. The ordinance is the result of over a year of review and research by Finance and Legal Department staff, with the assistance of Code Enforcement, Development Services, and the Police Department.

The following is a brief summary of the proposed changes:

- Add new Chapter 9-1 (General Provisions) adopting provisions that will apply throughout Title 9
 - Definitions
 - Discussion of powers and duties of the license inspector and deputy license inspectors

- Classification of violations and enforcement
- Comprehensive rewrite of Chapter 9-2 Business Licenses (previously Chapter 9-1)
 - Reorganized for clarification
 - Updated to be consistent with Town's current business licensing practices
- Comprehensive rewrite of Chapter 9-3 Peddlers (previously Chapter 9-2)
 - Significant changes to clarify/define who should be considered a peddler
 - Added requirements that peddlers must be fingerprinted & provide photo to obtain a license
- Comprehensive rewrite of Chapter 9-4 Swap Meets (previously Chapter 9-3)
 - Each swap meet must have a swap meet operator licensed under Chapter 9-2
 - Swap meet operator must present proof that operator either owns the swap meet property or has right to use it
 - Adds Swap Meet operational regulations for safety and security
- Adds and new Chapter 9-13, regulating Mobile Food Vendors
 - In compliance with new state laws enacted in 2018
 - Operational requirements regarding noise, sanitation, location, parking and more
- Non-substantive clean-up of other areas of Title 9

Financial Impact:

The proposed revisions to Title 9 are not expected to have a substantive financial impact upon the Town.

Staff Recommendation:

Staff recommends approval of the amendments to Title 9 of the Town Code.

Suggested Motion:

I move to adopt Ordinance No. 2019.012, adopting revisions to Marana Town Code Title 9 (Business Regulations), and Resolution No. 2019-049, declaring the revisions to Title 9 as a public record.

Attachments

Ordinance No. 2019.012

Resolution No. 2019-049

Exhibit A to Resolution - Code Revisions

Code Title Business Regulations

MARANA ORDINANCE NO. 2019.012

RELATING TO BUSINESS REGULATIONS; ADOPTING REVISIONS TO MARANA TOWN CODE TITLE 9 (BUSINESS REGULATIONS); ADDING NEW CHAPTER 9-1 (GENERAL PROVISIONS) AND RENUMBERING THE CHAPTERS THAT FOLLOW TO CONFORM; REPLACING EXISTING CHAPTER 9-1 (BUSINESS LICENSES) WITH NEW CHAPTER 9-2 (BUSINESS LICENSES); REPLACING EXISTING CHAPTER 9-2 (PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS) WITH NEW CHAPTER 9-3 (PEDDLERS); REPLACING EXISTING CHAPTER 9-3 (SWAP MEETS) WITH NEW CHAPTER 9-4 (SWAP MEETS); ADDING NEW CHAPTER 9-13 (MOBILE FOOD VENDORS); MODIFYING VARIOUS OTHER PROVISIONS; AND DESIGNATING AN EFFECTIVE DATE

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

Section 1. The amendments to the Marana Town Code Title 9 (Business Regulations), one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by and attached as Exhibit A to Resolution No. 2019-049 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

Section 2. The following penalty clauses are included in the amendments to Marana Town Code Title 9 (Business Regulations):

9-1-7 Classification; enforcement; continuing violations

- A. Except as otherwise provided in this title, whenever in this title any act is prohibited or declared to be unlawful, or the doing of any act is required, or the failure to do any act is declared to be unlawful, the violation of that provision is a civil infraction.
- B. This chapter may be enforced in any manner provided for by town ordinances and state laws.
- C. Each day any violation continues shall constitute a separate offense.

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 4th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry Lawson, Town Clerk

Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2019-049

RELATING TO BUSINESS REGULATIONS; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE REVISIONS TO MARANA TOWN CODE TITLE 9 (BUSINESS REGULATIONS) ADOPTED BY MARANA ORDINANCE NO. 2019.012

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the amendments to Marana Town Code Title 9 (Business Regulations), adopted by Marana Ordinance No. 2019.012 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 4th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry Lawson, Town Clerk

Frank Cassidy, Town Attorney

EXHIBIT A TO MARANA RESOLUTION NO. 2019-049
Amendments to the Marana Town Code, Title 9 “Business Regulations”
pursuant to Marana Ordinance No. 2019.012

SECTION 1. Marana Town Code Title 9 (Business Regulations) is hereby amended to add new Chapter 9-1 (General Provisions) as follows, and the chapters that follow are renumbered to conform:

CHAPTER 9-1. GENERAL PROVISIONS

9-1-1 Purpose and effect of title

- A. This title is enacted to assist businesses, citizens, and the town to collect and provide accurate information on the types and locations of businesses in the town, to help existing business growth and services, to assist in new business planning, and to protect the public from fraud and harm.
- B. Persons possessing a town business license of any type shall remain subject to all applicable local, state, and federal laws, ordinances, rules, and regulations, including all applicable revenue, regulatory, and zoning laws.

9-1-2 Definitions

The following definitions shall apply throughout this title unless the context clearly indicates or requires a different meaning.

- A. “Applicant” means the person who applies for a license pursuant to this title.
- B. “Business” means all activities or acts, including professions, trades and occupations, personal or corporate, engaged in and caused to be engaged in with the object of gain, benefit, or advantage, either direct or indirect, but not casual activities or sales.
- C. “Casual activities or sales” means those transactions which are isolated sales of goods or services by a person who is not engaged in business and does not represent himself or herself as being in business, and includes transactions where persons sell personal property within the confines of that person’s residential premises, so long as the activity neither exceeds three consecutive days or is performed on more than four occasions within a one-year period.
- D. “Controlling person” means a natural person who either (A) has a 10% or greater interest in the ownership or earnings of the business, or (B) is any of the following:
 - 1. An officer, director, or any stockholder who owns 10% or more, of a corporation licensee or applicant;
 - 2. A general partner of a limited partnership licensee or applicant or partner of a non-limited partnership licensee or applicant;
 - 3. An officer, president, or secretary of a limited liability company or corporation licensee or applicant; or
 - 4. The sole proprietor of a sole proprietorship licensee or applicant.

EXHIBIT A TO MARANA RESOLUTION NO. 2019-049
Amendments to the Marana Town Code, Title 9 “Business Regulations”
pursuant to Marana Ordinance No. 2019.012

- E. “Designated agent” means the person designated by the licensee or applicant to receive notices from the town pursuant to this title.
- F. “Federally exempt organization” means an organization determined exempt under 26 U.S.C. section 501(c) by the commissioner of the internal revenue service.
- G. “Governmental entity” means the federal government, the state of Arizona, any other state, and any political subdivision, department, or agency of any of these governments.
- H. “Licensee” means the person who applied for a license pursuant to this article and in whose name such license was issued by the town pursuant to this title.
- I. “License inspector” means the town employee designated by the town manager to administer and enforce the provisions of this title and any designees or deputies designated by the license inspector or this chapter.
- J. “Natural person” means a human being, as distinguished from a person created by operation of law (e.g., a corporation).
- K. “Person” means an individual, firm, partnership, joint venture, association, corporation, estate, trust, receiver, syndicate, or broker.
- L. “Public educational entity” means any educational entity operated pursuant to title 15 of the Arizona revised statutes.
- M. “Residential real property rental” means the business of offering for rent, lease, or license a building or structure that is used for a home or residence by one or more persons who maintain a household. This definition does not include any of the following:
 - 1. Short-term rentals for a period of 29 consecutive days or less;
 - 2. The use of a home or residence for business activities, including assisted living or behavioral health residential facilities; or
 - 3. The use of a home or residence for any other business operation that does not meet this definition of residential real property rental.
- N. “Short-term vendor” means a person who engages in business in the town for ten consecutive days or less at a time and includes vendors who participate in special events in the town.
- O. “Temporary business license” means a business license issued to a short-term vendor authorizing temporary business activity of ten consecutive days or less.

EXHIBIT A TO MARANA RESOLUTION NO. 2019-049
Amendments to the Marana Town Code, Title 9 “Business Regulations”
pursuant to Marana Ordinance No. 2019.012

9-1-3 Conflicting provisions

If a provision of this chapter is in conflict with any other provision of this title, the more specific provision shall apply and shall control over the general provisions of this chapter.

9-1-4 Licenses not cumulative

Except as otherwise provided in this title, a licensee who holds a valid license pursuant to any chapter in this title shall not be required to obtain any additional license required by another chapter of this title for the same business activity.

9-1-5 Powers and duties of license inspector

- A. It shall be the duty and responsibility of the license inspector to interpret, administer, and enforce the provisions of this title, with the assistance of deputy license inspectors and other town department as requested. Pursuant to this duty, the license inspector or designee shall issue, renew, deny, suspend, or revoke licenses as required by this title.
- B. The license inspector may examine or cause to be examined all businesses in the town to ascertain compliance with the provisions of this title, including inspecting records and making sure that licenses are conspicuously posted.
- C. The license inspector may make rules and regulations consistent with the provisions of this title as may be necessary to enforce the provisions of this title.

9-1-6 Deputy license inspectors

- A. Any peace officer is hereby designated a deputy to the license inspector and is authorized and empowered to enforce the provisions of this title and to issue citations for violations of it.
- B. Any code compliance officer, as defined in chapter 1-9 of this code, is hereby designated a deputy to the license inspector and is authorized and empowered to enforce the provisions of this title that are classified as civil offenses and to issue citations for violations of those civil offenses.

9-1-7 Classification; enforcement; continuing violations

- A. Except as otherwise provided in this title, whenever in this title any act is prohibited or declared to be unlawful, or the doing of any act is required, or the failure to do any act is declared to be unlawful, the violation of that provision is a civil infraction.
- B. This chapter may be enforced in any manner provided for by town ordinances and state laws.
- C. Each day any violation continues shall constitute a separate offense.

EXHIBIT A TO MARANA RESOLUTION NO. 2019-049
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SECTION 2. Existing Chapter 9-1 (Business License) (renumbered as Chapter 9-2 by section 1 of this ordinance) of the Marana Town Code is hereby deleted in its entirety and replaced with new Chapter 9-2 (Business Licenses) as follows:

CHAPTER 9-2. BUSINESS LICENSES

9-2-1 Business license required; non-transferability

- A. It is unlawful for any person to operate a business in the town without first obtaining and maintaining a valid business license issued pursuant to the applicable provisions of this title.
 - 1. Notwithstanding the general applicability of this chapter to all businesses in the town, massage establishments shall be governed by the licensing requirements in chapter 9-5, and sexually oriented businesses shall be governed by the licensing requirements in chapter 9-7.
- B. A separate business license is required for each business address where a business is operated, and for each business under separate operation or ownership at the same location.
- C. Any person who operates a business with a fixed location outside the town limits, but who solicits business or advertises within the town, or delivers products or performs services within the town, is required to obtain a license pursuant to this section.
- D. All business licenses issued pursuant to this chapter are non-transferable. Upon the sale or transfer of any interest in a business, a new application must be submitted for that business and all provisions of this chapter shall apply to the new application.

9-2-2 Exemptions; documentation

- A. The provisions of this chapter shall not apply to:
 - 1. Any person engaging in any business exempted from licensing by the constitution or applicable statutes of the United States or of the state of Arizona.
 - 2. A federally exempt organization, governmental entity, or public educational entity.
 - 3. Casual activities or sales.
 - 4. Residential real property rental.
- B. Any person claiming an exemption from the licensing requirement pursuant to subparagraphs A.1 or A.2 of this section shall file a signed statement with the license inspector stating the facts upon which exemption is claimed. The license inspector shall file the signed statement in lieu of issuing a license to such person. If the license inspector subsequently obtains information that

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the person is not entitled to the exemption, the license inspector may revoke the person's exempt status after giving the person notice and a reasonable opportunity for a hearing.

9-2-3 Federally exempt organization registration

- A. A federally exempt organization doing business within the town, to include soliciting money, donations of money or property, or financial assistance of any kind, or selling or distributing items of literature or merchandise to persons other than members of that organization, shall register with the license inspector on a form provided by the license inspector for that purpose.
- B. The license inspector shall not charge a fee to a federally exempt organization registering under this section.

9-2-4 Application; fees

- A. Any person desiring to obtain a business license shall apply to the license inspector on the form provided by the license inspector for that purpose.
- B. Each application for a business license shall consist of, as applicable, the following:
 - 1. The name and exact nature or type of business being operated.
 - 2. The location and address of the business.
 - 3. The business owner's name, address, and contact information.
 - 4. If the applicant is an entity, the application shall include the names, addresses, and contact information for all controlling persons and the designated agent of the entity.
 - 5. For individuals, proof required by A.R.S. § 41-1080(A), that the applicant is a citizen of the United States, or a non-citizen authorized to work in the United States.
 - 6. The transaction privilege tax license number for the business.
 - 7. Proof of compliance with all regulations, if any, of the business being operated, including but not limited to, possession of any required certification, permit, or similar documentation.
 - 8. Any additional information required by the license inspector.
- C. The applicant has an affirmative duty to supplement a pending application with new information received subsequent to the date the application was submitted to the town.
- D. Each application shall be accompanied by the applicable fee as set forth in a fee schedule approved by the council and amended from time to time. The

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license inspector will not process an application until the applicant has paid the applicable fee.

9-2-5 License application investigation

- A. The town shall have a reasonable time within which to investigate each business license application.
- B. The license inspector shall refer the application to the appropriate town departments for investigation. Based on the investigation, the departments shall recommend to the license inspector approval or denial of the business license.

9-2-6 Issuance of license; term of license; mistake

- A. Upon completion of the license application investigation and the license inspector’s determination that the applicant qualifies for a license, the license inspector shall issue a business license to the applicant.
- B. The business license shall contain all of the following information:
 - 1. The name of the licensed business.
 - 2. The address where the business is to be transacted and carried on.
 - 3. The date of the expiration of the license.
 - 4. The type of business licensed.
 - 5. Any other information necessary for the enforcement of this chapter.
- C. Except for temporary business licenses, the business license shall remain in effect for one year, unless sooner revoked or suspended by the license inspector.
- D. In no case shall any mistake made by the town in issuing any license, or collecting a fee for any license, prevent, prejudice, or stop the town from revoking any license erroneously issued and refunding the fee collected, or collecting the correct amount of fee or charge for any license.

9-2-7 License renewal

- A. Within one year of the issue date for the previously effective license, all licensees under this chapter wishing to remain licensed, except for short-term vendors who possess a temporary business license, shall submit the applicable license renewal fee to the license inspector.
- B. If the renewal fee is submitted more than 15 days after the expiration of the license, the licensee will also be assessed a late license renewal fee as set forth in the fee schedule approved by the council and amended from time to time.
- C. The license inspector will not renew a license until the licensee has paid all applicable fees.

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- D. The licensee shall also submit proof of continuing compliance with all regulations, if any, of the business being operated, including but not limited to, continued possession of any required certification, permit, or similar documentation.
- E. No license shall be renewed unless the licensee complies with all provisions of this chapter.

9-2-8 Posting and display of license

- A. Any business required to be licensed under this chapter shall keep the license posted in a conspicuous place upon the premises of the business.
- B. Notwithstanding paragraph A of this section, if the business is located in a residence, the license shall be available for inspection.

9-2-9 Temporary business license

- A. A short-term vendor may apply for a temporary business license in lieu of a business license with a one-year term. Except as otherwise set forth in this section, the temporary business license shall be issued pursuant to and subject to the provisions of this chapter.
- B. A temporary business license shall remain in effect for the time requested by the short-term vendor, not to exceed ten consecutive days.
- C. A short-term vendor may reapply for a temporary business license at any time that the short-term vendor wishes to do business within the town.

9-2-10 Grounds for denial, suspension, revocation, or nonrenewal of license

A license issued under the provisions of this chapter may be denied, revoked, suspended, or denied renewal upon any one or more of the following grounds:

- A. The applicant or licensee is guilty of fraud, deceit, misrepresentation, or material false statement in conducting the business, or in applying for or obtaining a license.
- B. The applicant or licensee, or any controlling person has violated this chapter, or any local, state, or federal law, regardless of the location at which the violation occurred.
- C. The business has been conducted in an unlawful manner or in a manner that constitutes a breach of the peace or a menace to the public health, safety, or welfare.
- D. The applicant or licensee, or, if the applicant or licensee is not a natural person, any controlling person, is delinquent in payment to the town of any taxes, fees, fines or penalties assessed against or imposed upon the applicant or licensee, in relation to or arising out of any business activity of the applicant or licensee.

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- E. The license application is incomplete and the applicant fails to provide the missing information within the timeframe set forth in a written notice specifying the missing or incomplete information and provided to the applicant by the license inspector.
- F. The applicant or licensee is not a United States citizen or a non-citizen authorized to work by the government of the United States, or does not provide proof required by A.R.S. § 41-1080(A).
- G. The applicant or licensee is a corporation which is not qualified to transact business in Arizona.
- H. The applicant or controlling person was a licensee or controlling person for a business whose license was revoked within the 12-month period prior to the date of the current application.
- I. Any other reason or reasons deemed sufficient by the license inspector, as long as the reason or reasons are based upon statutes, ordinances, codes or substantive policy statements which provide justification for the denial, suspension, revocation or nonrenewal of the license.

9-2-11 Procedure for denial, suspension, revocation, or nonrenewal

- A. If the license inspector determines that grounds exist to deny, suspend, or revoke a business license, or to deny renewal of a business license, the license inspector shall notify the applicant or licensee or designated agent in writing of the denial, suspension, revocation, or nonrenewal.
 - 1. The notice shall include justification for the denial, suspension, revocation, or nonrenewal with references to the statutes, ordinances, codes or substantive policy statements on which the denial, suspension, revocation, or nonrenewal is based.
 - 2. The notice shall be either:
 - a. Personally served upon the applicant or licensee or designated agent, or upon any responsible person at the business address on file with the license inspector or at the actual business address, if different; or
 - b. Mailed by certified mail or other method for which proof of receipt may be obtained by the license inspector to the address of the applicant or licensee or designated agent listed in the current year's license application or renewal application or to the business address of the applicant or licensee.
 - 3. The effective date of the notice shall be the date the notice is actually received.
- B. If the reason for the denial, suspension, revocation, or nonrenewal of the license is subject to remediation by the applicant or licensee, the notice described in paragraph A of this section shall state that the applicant or

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licensee shall have 30 days after receipt of the notice in which to remedy the issue. The notice shall advise that business activity at a currently licensed business is allowed to continue during this remedial period, unless otherwise directed by the license inspector.

1. If the applicant or licensee does not remedy the issue or notify the license inspector of remedial action within the 30-day remedial period, the license inspector shall provide a second written notice to the applicant or licensee or designated agent, delivered in the manner described in subparagraph A.2 of this section, that the license is denied, suspended, revoked, or denied renewal for the reasons set forth in the original notice, and that all business activity associated with any existing license must immediately cease.
 2. The notice described in subparagraph B.1 of this section shall also advise the applicant or licensee that he or she may submit a written request for a review hearing to the license inspector within ten calendar days of receipt of the notice. The effective date of the notice shall be the date the notice is actually received.
- C. If the reason for the denial, suspension, revocation, or nonrenewal is not subject to remediation by the applicant or licensee, or if the reason for the denial, suspension, revocation, or nonrenewal is due to a threat to the public health, safety, or welfare, the notice described in paragraph A of this section shall state that the license is denied, suspended, revoked, or denied renewal, and that any existing business activity shall cease immediately upon receipt of the notice. The notice shall also advise the applicant or licensee or designated agent of the right to request a review hearing, as described in subparagraph B.2 of this section.
- D. If the license inspector does not receive a request for review hearing within the ten-day time period, the denial, suspension, revocation, or nonrenewal is final.

9-2-12 Review hearing

- A. If an applicant or licensee requests a review hearing pursuant to the procedure described in section 9-2-11, the hearing shall be scheduled within 30 calendar days of the license inspector's receipt of the request, and the applicant or licensee or designated agent shall receive notice of the date, time and place of the review hearing delivered in the manner described in subparagraph 9-2-11.A.2.
1. The review hearing shall be before the town manager or his or her designee to determine whether the license should have been denied, suspended, revoked, or denied renewal.
 2. The hearing shall be conducted in an informal manner and the rules of evidence shall not apply.

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- B. If applicable, the applicant or licensee may take remedial action while awaiting the review hearing, and apply to the license inspector to have the license issued or fully restored.
- C. The decision of the town manager or designee is final and not subject to any further administrative review.

SECTION 3. Existing Chapter 9-2 (Peddlers, Solicitors and Transient Merchants) (renumbered as Chapter 9-3 by section 1 of this ordinance) of the Marana Town Code is hereby deleted in its entirety and replaced with new Chapter 9-3 (Peddlers) as follows:

CHAPTER 9-3. PEDDLERS

9-3-1 Definition

The following definition shall apply throughout this chapter unless the context clearly indicates or requires a different meaning.

A. “Peddler”:

1. Means an individual, natural person, also commonly known as a “solicitor” or “transient merchant,” who travels from door to door, from place to place, from house to house, from street to street, or from business to business engaging in any of the following activities:
 - a. Carrying, conveying or transporting goods, wares, merchandise, edible foodstuffs, or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers;
 - b. Taking, attempting to take, or soliciting orders for sale of goods, wares and merchandise, or edible foodstuffs or provisions for future delivery;
 - c. Taking, attempting to take, or soliciting orders for services to be furnished or performed in the future;
 - d. Promoting or advertising any product or service where no sales or orders are taking place at the time of promotion or advertisement.
2. Does not include vendors who sell goods wares, merchandise, edible foodstuffs, or provisions at temporary locations such as arts and craft fairs, trade shows, special events, and similar events, as long as those vendors do not travel from door to door, from place to place, from house to house, from street to street, or from business to business as described in subparagraph A.1 of this section.

9-3-2 License required

It is unlawful for any person to conduct business as a peddler in the town without first obtaining and maintaining a valid business license issued pursuant to and subject to the provisions of chapter 9-2.

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9-3-3 Exemptions

The provisions of this chapter shall not apply to:

- A. Producers selling food products, as those terms are defined in A.R.S. § 3-561 *et seq.*
- B. Persons conducting bona fide religious or charitable business, including:
 - 1. Soliciting money, donations of money or property, or financial assistance of any kind;
 - 2. Selling or distributing items of literature or merchandise to persons other than members of that organization.
- C. News vendors, as long as the news companies the vendors work for obtain and maintain a valid business license issued pursuant to and subject to the provisions of chapter 9-2.
- D. Merchants or their employees delivering goods and services in the regular course of business, as long as the merchants obtain and maintain a valid business license issued pursuant to and subject to the provisions of chapter 9-2.
- E. Sales required by statute or by order of any court, including a bona fide auction sale pursuant to law.

9-3-4 Supplemental application requirements

- A. In addition to the application requirements set forth in section 9-2-3, any person desiring to obtain a license to conduct business as a peddler shall submit:
 - 1. A peddler supplemental license application on the form provided by the license inspector for that purpose.
 - 2. A full set of fingerprints on a standard fingerprint card, recorded by the police department, and the fee established by the director of the Arizona department of public safety for the processing of fingerprints pursuant to this chapter and A.R.S. § 41-1750.
 - 3. One digital photograph of the applicant taken by the license inspector or designee at the time of application.
- B. The peddler supplemental license application shall consist of, as applicable, the following:
 - 1. Name and physical description of the applicant;
 - 2. Complete permanent home and local addresses of the applicant and, if applicable, the local address from which proposed sales will be made;
 - 3. A brief description of the nature of the business and goods to be sold;

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4. If employed, the name and address of the applicant’s employer; a post office box address will not be accepted;
5. The source of supply of the goods or property proposed to be sold or for which orders are to be taken, or services to be provided; where those goods, services or products are located at the time the application is filed; and the proposed method of delivery;
6. Information regarding all felony and misdemeanor convictions of the applicant, excluding those for civil traffic offenses; the grounds for each conviction; and the punishment or penalty assessed;
7. The most recent counties, cities, or towns, if any, where applicant carried on business immediately preceding the date of application and the address from which business was conducted in those locations; and
8. A description of any vehicles, including license plate numbers, to be used in conducting business in the town.

9-3-5 Authority to receive criminal history record information; use of criminal history record information

- A. Pursuant to A.R.S. § 41-1750, the town is hereby authorized to receive criminal history record information for evaluating the fitness of current and prospective peddlers.
- B. Pursuant to A.R.S. § 41-1750 and public law 92-544, the town shall submit all fingerprints obtained pursuant to this chapter to the Arizona department of public safety for the purpose of obtaining state and federal criminal history record information. The Arizona department of public safety is authorized to exchange this fingerprint data with the federal bureau of investigation.
- C. Criminal history record information obtained by the town pursuant to this chapter shall be used only for evaluating the fitness of current and prospective peddlers. The town shall comply with all relevant state and federal rules and regulations regarding the dissemination of criminal history record information.

9-3-6 Unlawful activities

It is unlawful for:

- A. Any peddler to transact or carry on business without having his or her business license in his or her possession.
- B. Any peddler to fail to exhibit his or her business license upon request of any person, including any town official.
- C. Any peddler to exhibit a copy or facsimile of an original business license.

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- D. Any peddler to make exclusive use of any location on any street, alley, sidewalk or right-of-way for the purpose of selling, delivering, or exhibiting goods or merchandise.
- E. Any peddler to operate in a congested area where the operation may impede or inconvenience the public use of the street, alley, sidewalk, or right of-way. For the purpose of this chapter, the judgment of a police officer, exercised in good faith, is conclusive as to whether the area is congested and the public impeded or inconvenienced.
- F. Any child under the age of 16 years to operate as a peddler within the town pursuant to a license issued under this chapter unless supervised by the child’s parent or legal guardian holding a license issued pursuant to this chapter.
- G. Any peddler to operate from door to door, from place to place, from house to house, from street to street, or from business to business earlier than 9:00 a.m. or later than 7:00 p.m. on any day.
- H. Any peddler to come upon any premises posted with a sign exposed to public view bearing the words “no peddlers” or “no canvassers” or “no solicitors” or any combination of those or similar terms, or to remain on any premises after having been requested to leave by the owner or occupant of the premises whether they are posted as specified above or not.
- I. Any peddler to enter or remain unlawfully on any real property after reasonable notice prohibiting entry.

9-3-7 Additional grounds for denial, suspension, revocation, or nonrenewal of license

- A. In addition to the grounds set forth in section 9-2-10, a license to conduct business as a peddler issued under the provisions of this chapter may be denied, revoked, suspended, or denied renewal if the applicant or licensee, within five years from the date that the application is submitted, has been convicted of any of the following:
 - 1. A felony involving trafficking in stolen property, fraud, forgery, theft, burglary, robbery, extortion, conspiracy to defraud, or any preparatory offenses of the aforementioned crimes;
 - 2. A felony involving a fraudulent or dishonest act;
 - 3. A felony involving the sale, manufacture or transportation of any dangerous drug as defined under A.R.S. § 13-3401;
 - 4. A “violent crime” under A.R.S. Title 13, Chapters 11, 12, 13;
 - 5. A “sexual offense” under A.R.S. Title 13, Chapter 14;

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- 6. An offense for conduct in another jurisdiction which if carried out in Arizona would constitute an offense under one of the statutory provisions enumerated in this paragraph; or
 - 7. A misdemeanor involving moral turpitude.
- B. The fact that the conviction is being appealed or has been set aside shall have no effect.

9-3-8 Procedure for denial, suspension, revocation, or nonrenewal; review hearing

- A. If the license inspector determines that grounds exist to deny, suspend, or revoke a business license issued pursuant to this chapter, or to deny renewal of a business license issued pursuant to this chapter, the license inspector shall proceed as set forth in section 9-2-11, except that in all cases, any existing business activity by the peddler shall cease immediately upon receipt of the notice.
- B. The denial, suspension, revocation or nonrenewal of a business license issued pursuant to this chapter shall be subject to a review hearing as provided in sections 9-2-11 and 9-2-12.

SECTION 4. Existing Chapter 9-3 (Swap Meets) (renumbered as Chapter 9-4 by section 1 of this ordinance) of the Marana Town Code is hereby deleted in its entirety and replaced with new Chapter 9-4 (Swap Meets) as follows:

CHAPTER 9-4. SWAP MEETS

9-4-1 Definitions

The following definitions shall apply throughout this chapter unless the context clearly indicates or requires a different meaning.

- A. “Operator” means any person who directly or indirectly controls the admission of participants or merchandise into the selling or trading area of a swap meet.
- B. “Participant” means any person who brings merchandise to a swap meet for purposes of displaying, trading, bartering, or selling the merchandise at the swap meet.
- C. “Swap meet” means a market consisting of multiple participants who operate from one general business location, under the control of a common operator or operators, on an irregular or semi-regular basis and who display, trade, barter, buy, or sell used merchandise at the location, regardless of whether new merchandise is also displayed, traded, bartered, bought, or sold at the location; also commonly known as a “park-and-swap.”

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9-4-2 Licenses required

- A. It is unlawful for any person to conduct business as a swap meet operator in the town without first obtaining and maintaining a valid business license issued pursuant to and subject to the provisions of chapter 9-2.
- B. It is unlawful for any person to conduct business as a swap meet participant for more than three consecutive days or on more than four occasions within a one-year period without first obtaining and maintaining a valid business license issued pursuant to and subject to the provisions of chapter 9-2.

9-4-3 Additional application requirements

In addition to the application requirements set forth in section 9-2-4, any person desiring to obtain a license to conduct business as a swap meet operator shall present proof either that the operator is the owner of the property where the swap meet is to be located, or that the operator has the right to use the property for the swap meet, in the form of a lease or license agreement, or similar documentation, from the property owner.

9-4-4 Display of license

- A. Any operator required to be licensed under this chapter shall keep the license posted in a conspicuous place upon the premises of the swap meet.
- B. Any participant required to be licensed under this chapter shall keep the license posted in a conspicuous place at the participant’s stall, booth, or area at the swap meet.

9-4-5 Swap meet regulations

- A. At least one properly licensed operator shall operate each swap meet.
- B. The operator shall conduct each swap meet in a building, structure, enclosure, fenced lot, or other area where entry may be restricted to enable the operator to control effectively all participants and merchandise.
- C. All merchandise, both new and secondhand, for which a participant asks, or intends to ask, an initial price of \$25.00 or more, or which has or had a serial number, shall at all times be visible to the general public and officials of the town.
- D. The operator shall provide and pay for adequate security, as determined by the chief of police.
- E. The operator shall cooperate with law enforcement officials investigating, examining, or monitoring displayed merchandise.
- F. The operator shall provide for daily clean-up of the premises and shall maintain the premises in good, clean, and sanitary condition at all times.

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- G. At the close of each day’s business, all participants must vacate the premises and remove all of their merchandise and personal property.
- H. The operator shall maintain a list of all participants at the swap meet for each day of operations and shall display the list to town officials upon request.

9-4-6 Prohibited merchandise

It shall be unlawful for any person to sell, exchange, display, offer for sale, or barter at any swap meet any of the following items:

- A. Any live animal
- B. Ammunition or blasting agents
- C. Liquid petroleum gases or other combustible gases
- D. Any type of display fireworks, not including permissible consumer fireworks, as those terms are defined in A.R.S. § 36-1601
- E. Explosives, acids, caustics, oxidizing agents or any flammable liquids, including but not limited to, gasoline, kerosene, acetone, thinners, and solvents
- F. Spray paint containers

SECTION 5. Existing section 9-4-3 (renumbered as section 9-5-3 by section 1 of this ordinance) of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

9-5-3~~9-4-3~~ Duties of license inspector; appeals

- A. It shall be the duty and responsibility of the town’s license inspector, ~~described in section 9-1-6,~~ to administer the provisions of this chapter. Pursuant to this duty, the license inspector shall issue, renew, deny, suspend, or revoke massage establishment licenses or manager licenses as required by this chapter.
- B. Any party aggrieved by a decision of the license inspector under this chapter may appeal as provided in this chapter.

SECTION 6. Existing section 9-4-24 (renumbered as section 9-5-24 by section 1 of this ordinance) of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~):

9-5-24~~9-4-24~~ Licenses; cumulative regulation

- A. The licenses required in this chapter are in addition to any ~~business or~~ transaction privilege license required by the Marana town code or state law.

[Paragraphs B through D remain unchanged]

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SECTION 7. Existing section 9-6-5 (renumbered as section 9-7-5 by section 1 of this ordinance) of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

9-7-59-6-5 License application

[Paragraphs A through F remain unchanged]

G. Each person signing an application as an applicant shall attach to the application form the following:

1. Two identical, passport-quality color photographs of the applicant clearly showing the applicant's face and taken within the preceding month, and a full set ~~two sets~~ of the applicant's ~~complete~~ fingerprints on a standard fingerprint card recorded form ~~provided~~ by the police department. Any fees for the photographs and fingerprints shall be paid by the applicant.

[Subparagraphs 2 through 4 remain unchanged]

[Paragraphs H and I remain unchanged]

J. Pursuant to A.R.S. § 41-1750, the town is hereby authorized to receive criminal history record information for evaluating the fitness of current and prospective sexually oriented business licensees and current and prospective sexually oriented business employee licensees.

K. Pursuant to A.R.S. § 41-1750 and public law 92-544, the town shall submit all fingerprints obtained pursuant to this chapter to the Arizona department of public safety for the purpose of obtaining state and federal criminal history record information. The Arizona department of public safety is authorized to exchange this fingerprint data with the federal bureau of investigation.

L. Criminal history record information obtained by the town pursuant to this chapter shall be used only for evaluating the fitness of current and prospective sexually oriented business licensees and current and prospective sexually oriented business employee licensees. The town shall comply with all relevant state and federal rules and regulations regarding the dissemination of criminal history record information.

SECTION 8. Existing section 9-6-6 (renumbered as section 9-7-6 by section 1 of this ordinance) of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

9-7-69-6-6 Issuance of license; denial; annual renewal required

- A. Upon the filing of an application for a sexually oriented business employee license, the license inspector shall issue a temporary license to the applicant. The application shall then be referred to the appropriate town departments for investigation to be made on the information contained in the application. Any inspection requirement of a particular town agency shall be waived if

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the respective town agency fails to complete its inspection within 20 days of the date it received an inspection request. The application review process shall be completed within ~~30~~ 90 days from the date of the completed application. After the investigation, the license inspector shall issue an employee license, unless it is determined by a preponderance of the evidence that one or more of the following findings is true:

[Subparagraphs 1 through 5 remain unchanged]

[Paragraphs B through D remain unchanged]

- E. If application is made for a sexually oriented business license, the license inspector shall approve or deny issuance of the license within ~~45~~ 90 days of receipt of the completed application. The failure of the town or a particular town official or agency to timely act shall result in the waiver by the town of any requirement under this chapter as applied to that particular town official or agency. The license inspector shall issue a license to an applicant unless it is determined that one or more of the following findings is true:

[Subparagraphs 1 through 10 remain unchanged]

[Paragraphs F and G remain unchanged]

- H. If the license inspector determines that an applicant is not eligible for a sexually oriented business license, the applicant shall be given notice in writing of the reasons for the denial within ~~45~~ 90 days of the receipt of the completed application by the license inspector, provided that the applicant may request, in writing at any time before the notice is issued, that the period be extended for an additional period of not more than ten days to make modifications necessary to comply with this chapter.
- I. Each license issued pursuant to this section shall be subject to annual renewal upon the written application of the applicant and a finding by the license inspector that the applicant has not been convicted of any specified criminal activity, or committed any act during the existence of the previous license which would be grounds to deny the initial license application. The decision whether to renew a license shall be made within ~~30~~ 90 days of receiving the completed application. The renewal of a license shall be subject to the fee as set forth in section 9-7-7 ~~9-6-7~~. Non-renewal of a license shall be subject to appeal as set forth in this chapter.

SECTION 9. Existing section 9-6-9 (renumbered as section 9-7-9 by section 1 of this ordinance) of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

9-7-99-6-9 Expiration of license

[Paragraph A remains unchanged]

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- B. If the license inspector ~~town clerk~~ denies renewal of a license, the applicant shall not be issued a license for one year from the date of denial. Notwithstanding the provisions of this section, if a licensee appeals the non-renewal of a license, the status quo immediately prior to the non-renewal shall be maintained while the appeal is pending.

SECTION 10. Existing reserved section 9-6-17 (renumbered as section 9-7-17 by section 1 of this ordinance) of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

9-7-17 ~~9-6-17~~ [Reserved] Additional reporting requirements

To ensure compliance with the provisions of this chapter, whenever the license inspector has reason to believe that the sale or rental for any form of consideration of any merchandise defined in section 9-7-2(B) is a principal business purpose of any business licensed under this title, the license inspector may require the business to provide to the license inspector statements, in a form prescribed by the license inspector, detailing the percentage of the business's total retail sales, total inventory and total retail floor space attributable to such merchandise. The license inspector may also request that the business provide supporting documentation or information reasonably necessary to verify any of the information provided in the detailed statements.

SECTION 11. Chapter 9-9 (Penalty) of the Marana Town Code is hereby deleted.

SECTION 12. Section 9-10-6 of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

9-10-6 Fees

- A. The fees for a reclamation plan, amendment to reclamation plan, and interim management plan shall be as the same as those set forth in the town fee schedule for development plans, and shall be paid to the development services department at the time of filing of the reclamation plan amendment to reclamation plan, or interim management plan.
- B. A business license fee shall be paid ~~the town for inspections and monitoring of~~ for a surface mine mining license in an amount as set forth in a fee schedule adopted by the council and amended from time to time section 9-1-3 of the Marana town code. An increased fee is necessary to:
1. Support town staff and other efforts to monitor, inspect, and enforce the provisions of this chapter and chapter 10-1, transportation and dumping of garbage or aggregate material as it relates to aggregate material;
 2. Ensure that surface mining operations are maintained to standards of repair, orderliness, neatness, sanitation, and safety acceptable to industry standards and the town; and

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3. Ensure that surface mining operations carry out all mining operations in an organized manner and in compliance with all federal and state laws and the regulations of appropriate state and federal agencies, having due regard for the health and safety of workers and other employees, including the safeguarding with fences, barriers, fills, covers, or other effective devices, any shafts, pits, tunnels, cuts, and other excavation which otherwise would unduly imperil life, safety or property of other persons.

SECTION 13. Marana Town Code Title 9 (Business Regulations) is hereby amended to add new Chapter 9-13 (Mobile Food Vendors) as follows:

CHAPTER 9-13. MOBILE FOOD VENDORS

9-13-1 Purpose

This chapter is adopted to protect the health, safety, and welfare of the citizens of the town by enacting reasonable regulations for mobile food vendors, their employees, agents, lessees, or independent contractors by requiring compliance with minimum standards for safety and security.

9-13-2 Definitions

The following definitions shall apply throughout this chapter unless the context clearly indicates or requires a different meaning.

A. “Legal parking space”:

1. Means an area designated for vehicle parking in the town right-of-way that may be paved or unpaved and may be delineated by road surface markings.
2. Does not include a parking space in a parking lot on property owned by the town.

B. "Mobile food unit" means a food establishment that is licensed by this state, that is readily movable, and that dispenses food or beverages for immediate service and consumption, and other incidental retail items, from any vehicle, as defined in A.R.S. § 28-101.

C. "Mobile food vendor" means any person who owns, controls, manages, or leases a mobile food unit or contracts with a person to prepare foods and vend from, drive, or operate a mobile food unit.

D. “Right-of-way” means the entire width between boundary lines of every way set apart for public travel when any part of it is open to the use of the public for purposes of vehicular travel.

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- E. “Semi-permanent structure” means equipment, or any dining area, including, but not limited to, tables, chairs, booths, bar stools, benches, and standup counters.

9-13-3 Compliance with state licensing requirements

It is unlawful for any person to operate a mobile food unit or act as a mobile food vendor without first obtaining and maintaining in effect a valid license from the state of Arizona department of health services pursuant to A.R.S. § 36-1761.

9-13-4 License required

It is unlawful for any person to operate a mobile food unit in the town without first obtaining and maintaining a valid business license issued pursuant to and subject to the provisions of chapter 9-2.

9-13-5 Additional application requirements

In addition to the application requirements set forth in section 9-2-4, any person desiring to obtain a license to conduct business as a mobile food unit shall submit all of the following supplemental information:

- A. A description, license plate number, and photograph of the mobile food unit;
- B. A general description of the goods to be sold by the mobile food unit;
- C. A valid driver’s license;
- D. A copy of required certificate(s) issued by the county health services department;
- E. A copy of the required mobile food unit license issued by the Arizona department of health services.

9-13-6 Display of license

Any mobile food unit required to be licensed under this chapter shall keep the license posted in a conspicuous place upon the mobile food unit.

9-13-7 Operational requirements

- A. Fire Safety and Inspection.
 - 1. A mobile food vendor must ensure that all mobile food units comply with the version of the international fire code in effect at the time when the license is issued, state law, and the town code relating to fire and explosion safety standards.
 - 2. A mobile food unit shall be inspected by the fire department, or the mobile food vendor shall provide evidence that the mobile food unit passed a fire inspection by another city or town fire department in this state within the preceding 12 months.

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B. Refuse, Trash, and Litter Maintenance. A mobile food vendor shall:

1. Provide a minimum of one 15 gallon trash receptacle within 15 feet of each individual mobile food unit for customers and employees;
2. Maintain an area around the mobile unit clear of litter, garbage, rubble and debris; and
3. Transport the trash from the area of operation to an authorized waste disposal location.

C. Noise Restrictions. A mobile food vendor shall not use, play, or cause to be used or played any amplifier, loudspeaker, microphone, amplified music, or any other amplified instrument or device used for the production of sound in a vending area when the mobile food unit from which mobile food vendor is vending is stationary or mobile upon any right-of-way, park, or other public place. For purposes of this paragraph, the factors for determining whether a sound is amplified include, but are not limited to, the following:

1. The proximity of the sound to sleeping facilities, whether residential or commercial;
2. The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;
3. The time of day or night when the sound occurs; it shall be presumed that any amplified noise between 10:00 p.m. and 6:00 a.m. is reasonably disturbing;
4. The duration of the sound; and
5. Whether the sound is recurrent, intermittent, or constant.

D. Security.

1. The mobile food unit and the surrounding vending area shall be maintained in a safe and clean manner at all times.
2. A mobile food unit shall have adequate lighting to ensure customer safety in the vending area. Lighting shall be directed downwards and away from rights-of-way and adjacent properties.
3. The mobile food unit and its customers shall not obstruct the movement of pedestrians or other vehicles using the sidewalk, street, alley, or other public right-of-way.

E. Insurance.

1. If the mobile food unit operates at an event sponsored by the town or operates on public property, including rights-of-way or property owned by the town, the mobile food vendor shall obtain insurance naming the town as an additional insured in amounts as required by the town and in accordance with the requirements of A.R.S. Title 9, Chapter 4, Article 7.2.

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2. The insurance company issuing the policy shall be authorized to issue commercial liability policies in Arizona by the Arizona department of insurance.
3. The policy shall designate by manufacturer’s serial or identification number all mobile food units for which coverage is granted.
4. The policy shall insure the person named in the policy and any other person using the mobile food unit with the express or implied permission of the named insured against any liability arising out of the ownership, maintenance or use of the mobile food unit in Arizona.

F. Location.

1. Approved Areas. Except as otherwise provided in this paragraph, a mobile food vendor shall operate a mobile food unit only in commercial, industrial, and mixed-use zoning districts in accordance with the land development code.
2. Residential Areas. A mobile food vendor shall not operate in an area zoned for residential use or within 250 feet of an area zoned for residential use, except:
 - a. A mobile food vendor selling only ice cream may operate on public rights-of-way in areas zoned for residential use.
 - b. Subject to applicable laws, a mobile food vendor may operate on private property in a residential area if the mobile food vendor obtains a separate agreement with the property owner to operate a mobile food unit for a maximum of six hours within a 24-hour period on the private property.
3. Town-Owned Property. A mobile food vendor shall only operate in a legal parking space, as defined in this chapter. If the mobile food vendor desires to operate on town property other than a legal parking space, the mobile food vendor shall obtain from the town:
 - a. A separate license for use, services contract, or similar agreement, which will be entered into at the town’s sole discretion and applicable law; or
 - b. A special event permit or similar permission in accordance with the town code.
4. Private Property: A mobile food vendor shall obtain written permission to use any private property where a mobile food unit is operating and shall provide proof of such written permission on demand by the town.

- G. Parking. A mobile food unit shall comply with this paragraph and applicable law as it pertains to parking, unless parking is governed by a separate paragraph in this chapter.

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1. A mobile food unit shall only operate in a legal parking space.
 2. A mobile food unit, including any semi-permanent structure used or associated with the mobile food unit, may use no more than one legal parking space, unless the mobile food vendor has a separate agreement with the town to use additional legal parking spaces or parking spaces on town property other than right-of-way.
 3. No mobile food unit exceeding 24 feet in length may park diagonally in a diagonal parking space or park in any manner that occupies more than one diagonal parking space.
 4. No mobile food unit shall operate with the serving window facing street traffic.
 5. A mobile food unit shall abide by all parking regulations, including posted time limits. If there are no other time restrictions on the use of a legal parking space, a mobile food unit shall not occupy a legal parking space for more than six hours in a 24-hour period. "Occupy" within this subparagraph means within 100 feet of the location in which the mobile food unit was initially parked.
 6. A mobile food unit shall not occupy a legal parking space with insufficient parking capacity as prescribed by the land development code and applicable law. The behavior prohibited by this subparagraph includes occupying a legal parking space that reduces the number of available parking spaces surrounding the area which is required for the principal use or uses of the property associated with the parking spaces as set forth in A.R.S. Title 9, Chapter 4, Article 7.2.
 7. A mobile food vendor shall not claim or attempt to establish any exclusive right to park at a particular street location, unless the parking space is part of a permitted event.
- H. Signs. A mobile food vendor shall comply with all land development code provisions regarding signs.



Marana Town Code Title 9 Business Regulations

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Title 9 Business Regulations

Title 9 includes regulations for the following:

- Business Licenses
- Peddlers, Solicitors & Transient Merchants
- Swap Meets
- Massage Establishments
- Clothing and Conduct for Qualified Establishments
- Sexually Oriented Businesses
- Liquor Licenses
- Cable Television
- Surface Mining & Land Reclamation
- Sale of Products Containing Pseudoephedrine
- Commercial Filming & Photography Permits

Title 9 Business Regulations

Chronology

- 1996 – Title 9 adopted
- 2000 – Substantive revisions to title; addition of Sexually Oriented Businesses chapter; Clothing and Conduct for Qualified Establishments chapter rewritten
- 2002 – Cable Television and Surface Mining & Land Reclamation chapters added
- 2006 – Sale of Products Containing Pseudoephedrine chapter added
- 2011 – Massage Establishment chapter added
- 2014 – Liquor License chapter rewritten
- 2019 – Commercial Filming & Photography Permits chapter added

- Focus of Revisions
 - Chapters that have not been revised since 1996 or 2000
 - General Business Licenses
 - Peddlers
 - Swap Meets
 - Exceptions: Sexually Oriented Businesses/Clothing and Conduct for Qualified Establishments (2000) – beyond the scope of this review
- Clean-up only of other chapters, if necessary
- Addition of Mobile Food Vendors chapter

- **NEW - CHAPTER 9-1 - GENERAL PROVISIONS**
 - Basic provisions that apply throughout the entire Title 9
 - Definitions
 - Powers & Duties of License Inspector & Deputy License Inspectors
 - Classification & Enforcement
 - Most violations of Title 9 are civil infractions
 - Violations of specialty licenses/regulations are criminal misdemeanors (Massage Establishment, Clothing & Conduct for Qualified Establishments, Sexually Oriented Businesses, Sale of Products Containing Pseudoephedrine, Liquor Licenses)

- CHAPTER 9-2. BUSINESS LICENSES
 - Renumbered and Rewritten
 - Updated and modernized
 - Reorganized for clarification, readability
 - Consistent with current practices of Finance Department
 - Generally applicable to all types of businesses regulated by Title 9
 - All businesses need a business license under Chapter 9-2
 - License valid for one year; must be posted at business
 - Additional regulations for certain types of businesses, but not additional licenses
 - Exceptions: Massage Establishments and Sexually Oriented Businesses obtain specialty license under Chapters 9-5 and 9-7, respectively, instead of 9-2

- CHAPTER 9-2. BUSINESS LICENSES (continued)
 - Exemptions from business license requirement:
 - Businesses exempted from licensing by state or federal law, including residential real property rental
 - Non-profits, governmental entities, public educational entities
 - Casual activities or sales (i.e., yard sales (if 3 consecutive days or less, or 4 times or less within a 1-year period), online sales, if not engaged in business of selling)
 - NEW – No-cost registration (but not licensing) of non-profit organizations
 - NEW – Temporary Business License (currently in fee schedule but not in code)
 - Authorizes temporary business activity of 10 consecutive days or less; lesser fee
 - NEW – Final administrative review hearing for denial, suspension, revocation of license is to Town Manager/designee (eliminates appeal to Council)

- CHAPTER 9-3. PEDDLERS
 - Renumbered and Rewritten
 - Significantly rewritten to clarify/define who should be considered a peddler
 - Focus on individuals going from door-to-door, selling goods & soliciting orders, who are not employees of an already licensed business
 - Regular business license under Ch. 9-2, but higher scrutiny, additional application requirements for peddlers, including:
 - The source of supply of the goods or property
 - Information regarding certain criminal convictions
 - The most recent counties or municipalities where applicant carried on business immediately preceding the date of application
 - Description of any vehicles to be used in peddling
 - NEW - Added requirements that peddlers must be fingerprinted & provide photo to obtain a license

- CHAPTER 9-4. SWAP MEETS
 - Renumbered and Rewritten
 - NEW – Each swap meet must have a swap meet operator licensed under Chapter 9-2
 - NEW – Swap meet operator must present proof that:
 - Operator is owner of the property where the swap meet is located; or
 - Operator has the right to use the property for the swap meet
 - NEW – Swap meet participants must have business license if participate more than 3 consecutive days or 4 times within 1 year (consistent with exemption for casual sales)

- CHAPTER 9-4. SWAP MEETS (continued)
 - NEW – Swap Meet Regulations for safety and security, including:
 - Merchandise with an initial price of \$25.00 or more, or which has or had a serial number, must be visible to the general public & Town officials
 - Swap meet must be in a building, structure, enclosure, fenced lot, or other area where entry may be restricted to enable the operator to control effectively all participants and merchandise
 - Operator must provide for daily clean-up of premises & maintain premises in sanitary condition at all times
 - Participants must vacate the premises & remove all merchandise & personal property at end of each day
 - Operator must maintain a list of all participants at the swap meet for each day of operations

- CHAPTER 9-5. MASSAGE ESTABLISHMENTS
 - Revision to existing chapter to remove requirement for a “regular” business license under Chapter 9-2 in addition to a massage establishment license
 - No need to obtain 2 licenses for same business
 - Will only need to obtain a Massage Establishment License under Chapter 9-5
 - No other substantive revisions

- CHAPTER 9-7. SEXUALLY ORIENTED BUSINESSES
 - Revised section regarding background checks for employees and establishments to extend the time for Arizona Department of Public Safety (DPS) to respond with criminal history checks on fingerprints
 - From 30 or 45 days to 90 days
 - No other substantive revisions

- CHAPTER 9-9. PENALTY
 - Deleted entire chapter; incorporated in new Chapter 9-1 General Provisions
- CHAPTER 9-10. SURFACE MINING AND LAND RECLAMATION
 - Moved current section 9-1-3(B) re: surface mining fees to section 9-10-6
 - No substantive revisions

- **NEW – CHAPTER 9-13. MOBILE FOOD VENDORS**
 - Currently the Town has no provisions specifically related to mobile food vendors/food trucks
 - Have traditionally regulated as “peddlers”; not a good fit
 - New chapter based on League of Arizona Cities and Towns Model Ordinance
 - In compliance with new state laws enacted in 2018

- **NEW – CHAPTER 9-13. MOBILE FOOD VENDORS (continued)**
 - Does not require a special license, just a regular business license under Chapter 9-2
 - Operational requirements:
 - Fire Safety & Inspection – Compliance with fire code; fire inspection or proof of fire inspection from another state fire department within preceding 12 months
 - Refuse, Trash & Litter Maintenance – at least one 15 gallon trash receptacle within 15 feet of each individual mobile food unit
 - Noise Restrictions – No amplified sound while parked; amplified sound between 10:00 PM and 6:00 AM presumed to be disturbing

- **NEW – CHAPTER 9-13. MOBILE FOOD VENDORS (continued)**
 - Operational requirements: (continued)
 - Security – Adequate lighting, no obstructions to street or right-of-way
 - Insurance – Provide Town with insurance documentation if operate on Town property, including right-of-way and Town special events
 - Parking
 - Comply with LDC and other applicable parking regulations
 - Shall not occupy a space for more than 6 hours in a 24-hour period
 - Shall not claim exclusive right to park at a particular location
 - Signs – Comply with Sign Code in LDC

- NEW – CHAPTER 9-13. MOBILE FOOD VENDORS (continued)
 - Operational requirements: (continued)
 - Location
 - Generally allowed only in commercial, industrial, and mixed-use zoning districts
 - Not allowed in residential zones or within 250 of residential zone, except:
 - » Ice cream vendor may operate on public ROW in residential zone
 - » Vendor may operate by agreement with private property owner, for maximum of 6 hours within a 24-hour period
 - Allowed to operate in a legal parking space in Town right-of-way, but not in a parking lot on Town-owned property, except:
 - » Subject to a license or agreement with the Town
 - » Subject to a special event permit issued by the Town
 - To operate on private property must have written permission from property owner



Title 9 Business Regulations

Questions