MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 23, 2020, 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

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 23, 2020, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

As a courtesy to others, please turn off or put in silent mode all pagers and cell phones.

Meeting Times
Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

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

Due to concerns related to the COVID-19 pandemic, as an alternative to appearing in person citizens may speak during the Call to the Public or Public Hearings or when called upon by Council by using Zoom, as directed below:

Please click the link below to join the Council meeting:

https://us02web.zoom.us/j/87583342081?pwd=eDIvVkhvR2tCOHFsWEkwcWhhSEJwUT09

Password: 536715

Please note that in using this option, you will not be able to watch video of the Council meeting, you will only be able to hear the meeting and to speak if you are called upon.

For instructions on joining and participating in the Virtual Town Council Meeting click here: https://www.maranaaz.gov/virtual-meetings

The Town of Marana also encourages individuals to submit public comments to the Town Clerk's Office by emailing clawson@maranaAZ.gov or the Town Manager's Office at TownManager@MaranaAZ.gov. Any submitted comments from the public will be provided to the Council and included within the council packet file and a summary of the comments submitted will be reflected in the official council meeting minutes of that meeting. All emailed comments must be received by the Town by 12:00 p.m. (noon) on the day of the meeting to be included.

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 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than Monday, June 22, 2020, 6:00 PM, 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.

SPECIAL COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF 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. 2020-067: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2020 through June 30, 2021 (Jane Fairall)

C2 Resolution No. 2020-068: Relating to Administration; approving and authorizing the Town Manager to execute Arizona Coronavirus Emergency Supplemental Funding Program Grant Agreement number ACESF-21-049 with the Arizona Criminal Justice Commission (ACJC), for Coronavirus Emergency Supplemental Funding (CESF) from the Department of Justice (DOJ), Office of Justice Programs (OJP) (Kristin Taft)

C3 Approval of the Council Study Session Summary Meeting Minutes of May 26, 2020 (Cherry L. Lawson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a series #004 Wholesaler liquor license submitted by Jessica Gutierrez Contreras on behalf Fuego Fino as a wholesaler located at National Self Storage - Dove Mountain, 12071 N. Thornydale Road #120 Marana, Arizona 85658 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2020-069: A resolution of the Mayor and Common Council of the Town of Marana, Arizona, determining that Vanderbilt Farms Community Facilities District has been inactive for at least five years and has no future purpose and assuming, to the extent not otherwise prohibited by applicable law, all of the obligations of Vanderbilt Farms Community Facilities District, all pursuant to section 48-701 et seq, Arizona Revised Statutes (Frank Cassidy)

A2 Resolution No. 2020-058: Relating to Development; approving and authorizing the Mayor to sign the Amended and Restated Vanderbilt Farms Development Agreement (Frank Cassidy)

A3 Resolution No. 2020-059: Relating to Development; approving the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A located south of Barnett Road, north of Moore Road and east of Sandario Road (Brian D. Varney)

A4 PUBLIC HEARING: Resolution No. 2020-070: Relating to Budget; adopting the fiscal year 2020-2021 tentative budget (Yiannis Kalaitzidis)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

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

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

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

ADJOURNMENT

Council-Special Meeting **C1**

Meeting Date: 06/23/2020

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: June 23, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-067: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2020 through June 30, 2021 (Jane Fairall)

Discussion:

For many years, the Town of Marana and Pima County have had an intergovernmental agreement (IGA) which sets forth a fee schedule for the payment of the costs associated with the incarceration of Town municipal prisoners at the Pima County Jail. The IGA typically expires at the end of each fiscal year.

The proposed IGA is for the time period of July 1, 2020 through June 30, 2021. Under the IGA, the Town's costs for the first day of prisoner incarceration would increase from $348.81 to $420.65. The rate for each additional day thereafter will increase from $102.84 per day to $127.02 per day.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	Y
Amount:	$238,500

Funds are budgeted in the General Fund Police Department budget.The financial impact of this increase will depend on the number of people booked during the fiscal year.

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2020-067, approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2020 through June 30, 2021.

Attachments

Resolution No. 2020-067

Exhibit A - IGA

MARANA RESOLUTION NO. 2020-067

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide for payment by the Town for the costs of incarcerating Town municipal prisoners at the Pima County Adult Detention Center (PCADC); and

WHEREAS the parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952, *et seq.*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the intergovernmental agreement for the incarceration of municipal prisoners for the period of July 1, 2020 through June 30, 2021, attached to this resolution as Exhibit A, and authorizing the Mayor to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 23rd day of June, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
TOWN OF MARANA
FOR
PAYMENT FOR THE INCARCERATION
OF MUNICIPAL PRISONERS

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Marana, a municipal corporation ("Town") pursuant to A.R.S. § 11-952.

Recitals

County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

County and Town desire to enter into an agreement to incarcerate Town's municipal prisoners in the Pima County Adult Detention Complex ("PCADC").

NOW, THEREFORE, County and Town, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which Town's municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all Town municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care of said prisoners.

"Town municipal prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Court, or as a result of an agreement between the Town and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Marana Town Court and for whom the Town has the legal obligation to provide or pay for prisoner housing. A prisoner arrested by Town of Marana Police Department solely on another governmental entity's warrant is not a Town prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Town arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. Town agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the Town. Within the initial ninety (90) minutes, County medical providers shall make a determination as to the prisoner's medical condition. Town agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, Town shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, Town shall not be charged twice for the first day billing rate of $420.65. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking.

Transportation of prisoners to Town of Marana Court or other locations, only as ordered by Town of Marana Court, shall be the responsibility of the Town. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

Town shall pay a first day billing rate of $420.65 to cover booking and intake expenditures. For each billable day following the first day, Town shall pay $127.02 per day. The two rates are applicable to the period July 1, 2020 through June 30, 2021. The billing day as defined herein applies to each Town prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the Town prisoner is in the custody or control of the PCADC.

2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial Town defendants who are booked between 1800-2359 hours one day and released on the Town charge at the first AM initial appearance the following day.

3. "Local limited jurisdiction courts" means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of Town prisoners shall commence on the day the prisoner is booked or held based on a Town charge into, or sentenced by, Town of Marana Court. Costs for incarceration shall cease under the guidelines established under the definition of "billable day." For Town pretrial defendants booked between 1800 and 2400 hours one day and released on all Town charges at or by the AM initial appearance the following morning, the Town shall be billed according to the guidelines established under the definition of "modified billable day."

2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of "billable day" among those jurisdictions from which the joint custody arises.

3. A Town prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.

4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of Town prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If Town notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Town may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the

monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. Town agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of a previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2020 through June 30, 2021 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VIII. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $1,000,000.00 combined single limit Bodily Injury and Property Damage.

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

c) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

IX. Compliance With Laws

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq.*, to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. Non-Discrimination

The Parties shall not discriminate against any County or Town employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

XII. ADA

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

XIII. Severability

If any provision of this IGA, or any application thereof to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XIV. Conflict of Interest

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

XV. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.

XVI. Legal Authority

Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

XVII. Worker's Compensation

Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of worker's compensation benefits for its employees.

XVIII. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither Party shall be liable for any debts, accounts,

obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XIX. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affects the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XX. Notices

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

Town:

TOWN OF MARANA
11555 W. Civic Center Dr. Bldg A.
Marana, AZ 85653

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

XXI. Entire Agreement

This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:	**TOWN OF MARANA**
_____	_____
Chairman, Board of Supervisors	Mayor
_____	_____
Date	Date
_____	_____
Clerk, Board of Supervisors	Town of Marana Clerk
_____	_____
Date	Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

Deputy County Attorney

TOWN OF MARANA

Town of Marana Attorney

Council-Special Meeting **C2**

Meeting Date: 06/23/2020

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: June 23, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-068: Relating to Administration; approving and authorizing the Town Manager to execute Arizona Coronavirus Emergency Supplemental Funding Program Grant Agreement number ACESF-21-049 with the Arizona Criminal Justice Commission (ACJC), for Coronavirus Emergency Supplemental Funding (CESF) from the Department of Justice (DOJ), Office of Justice Programs (OJP) (Kristin Taft)

Discussion:

On May 19, 2020, Town staff submitted a grant request to the Arizona Criminal Justice Commission (ACJC) for funding provided to the ACJC from the US Department of Justice under the Coronavirus Aid, Relief, and Economic Securities (CARES) Act. This grant allowed local governments to apply for support to prevent, prepare for, and respond to the coronavirus. Funds were specific to departments/agencies that provide service to the criminal justice system. Allowable projects or initiatives include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment (PPE)), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

The Town of Marana submitted requests for reimbursement of unplanned and unbudgeted expenses from the Marana Police Department, Marana Municipal Court, and Legal Services Department for sanitation supplies, protective equipment, and overtime expenses as a direct response to COVID-19. Awarded funds include $4,975 for overtime expenses, $4,915 for supplies including installation of barrier guards at the police department and courthouse, and $1,680 for equipment to support teleworking. The grant period of performance begins on 1/20/2020 and terminates on 1/20/2022.

Financial Impact:

Fiscal Year:	2020
Budgeted Y/N:	Yes
Amount:	$11,570

The ACJC will provide reimbursements up to $11,570 with no match required from the Town of Marana. Budget capacity exists in departmental budgets. Any additional funding required, up to the amount of $11,570, may be transferred from the Grants and Contributions fund (Fund 2015).

Staff Recommendation:

Staff recommends that the Town Manager be authorized to execute the grant agreement with the ACJC.

Suggested Motion:

I move to adopt Resolution No. 2020-068 approving and authorizing the Town Manager to execute Grant Agreement Number ACESF-21-049 with the Arizona Criminal Justice Commission.

Attachments

Resolution No. 2020-068
Grant Agreement
Award Letter

MARANA RESOLUTION NO. 2020-068

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ARIZONA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM GRANT AGREEMENT NUMBER ACESF-21-049 WITH THE ARIZONA CRIMINAL JUSTICE COMMISSION (ACJC), FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) FROM THE DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP)

WHEREAS the Coronavirus Emergency Supplemental Funding (CESF) Program allows units of local government among others to support a broad range of activities to prevent, prepare for, and respond to the coronavirus;

WHEREAS funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers; and

WHEREAS the Arizona Criminal Justice Commission (ACJC), acting as a pass-through entity, has awarded $11,570 to the Town of Marana departments that provide service to the criminal justice system including the Marana Police Department, the Marana Municipal Court and the Legal Services Department; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into a grant agreement with the ACJC to receive the grant funding.

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

SECTION 1. The Arizona Coronavirus Emergency Supplemental Funding Program Grant Agreement number ACESF-21-049, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Town Manager is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 23rd day of June, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

DocuSign Envelope ID: 5ACA3E64-7FC0-47F4-86D9-2AE1156E35B0

ARIZONA CRIMINAL JUSTICE COMMISSION
ARIZONA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM
GRANT AGREEMENT

ACJC Grant Number ACESF-21-049

The following information is provided pursuant to 2 C.F.R. § 200.331(a)(1):
Grantee Name: Town of Marana
Grantee's DUNS Number: 098034140
Federal Award Identification Number (FAIN): 2020-VD-BX-0309
Federal Award Date: 05/01/2020
Grantee Period of Performance Start and End Date: 01/20/2020 TO 01/20/2022
Amount of Federal Funds Obligated by this Agreement: $11,570
Total Amount of Federal Funds Obligated to the Grantee: $11,570
Total Amount of the Federal Award in this Agreement: $11,570
Federal Award Project Description: The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiative may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Name of Pass-Through Entity: Arizona Criminal Justice Commission
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ 85007
CFDA Number and Name: 16.034 – Coronavirus Emergency Supplemental Funding Program
Identification of Whether the Award is Research and Development: No
Indirect Cost Rate for the Federal Award: 0%

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This Grant Agreement is made this 10th day of June, 2020 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and TOWN OF MARANA, through TOWN OF MARANA hereinafter called "GRANTEE". The COMMISSION enters into this agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This agreement will commence on 1/20/2020 and terminate on 1/20/2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION 60 calendar days prior to the end of the award period. The COMMISSION, in its sole discretion, may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute noncompliance with this agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose or conditions of this agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

I. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

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II. If to the GRANTEE:

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

6. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

   For grant awards less than $100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	NOT APPROVED
Fringe Benefits*	NOT APPROVED
Overtime (includes Fringe Benefits)	$4,975
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	$4,915
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	$1,680
TOTAL	$11,570
See Attachment A for detail on Other Operating Expenditures and Equipment	

*Reference the ACJC Grant Management Manual for a definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this agreement shall not exceed $11,570 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP). If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant.

8. Every payment obligation of the COMMISSION under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the

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COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files, and other records (paper or electronic) relating to this agreement and the performance of this agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with the Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

    Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing, and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of $5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than $5,000, the GRANTEE will follow its policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by the GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in *2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* when the equipment is no longer needed for the grant program.
    Link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

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18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	**Due Date:**
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES considered high risk.

20. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

21. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. The primary method of payment shall be by reimbursement unless an alternative method is approved by the COMMISSION. Supporting documentation must be submitted with all reimbursement requests. Approved advance payments may require supporting documentation such as proof of order, invoices, or personnel expense certifications.

22. GRANTEE understands that a complete reimbursement request must include invoices and proof of payment for all expenditures. Sufficient documentation includes (a) copies of canceled warrants or Electronic Funds Transfer (EFT) documentation, (b) documentation from an official accounting system which includes payee, date, amount paid, and warrant, EFT or payment, (c) copies of invoices, and (d) payroll records for personnel expenditures, including overtime and Employee Related Expenditures (ERE). All expenses must be invoiced and received before the end of the performance period and included in the final reimbursement request. For equipment expenses, GRANTEE shall submit a copy of the packing/receiving slip showing the date the

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equipment was received. GRANTEE understands that credit or purchasing card statements are not an acceptable form of proof of payment.

23. The final request for reimbursement of grant funds must be received by the COMMISSION no later than 60 calendar days after the last day of the award period.

24. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

25. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within 60 calendar days of the expiration of this award.

26. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of a written request from the COMMISSION.

27. If award funds are being transferred to GRANTEE in advance, the GRANTEE is required to establish an interest-bearing account dedicated specifically to this award. The GRANTEE must maintain advance payments of federal grants in interest-bearing accounts unless regulatory exclusions apply (2C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The GRANTEE also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 60 calendar days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the COMMISSION at the time of close-out.

28. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

29. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $250,000.

30. Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transaction[s] [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "placing unreasonable requirements on firms in order for them to qualify to do business" and taking "any arbitrary action in the procurement process") – no GRANTEE may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

31. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

32. GRANTEE agrees not to use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES)

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at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds unless otherwise noted in the grant solicitation.)

33. GRANTEE agrees not to use grant funds for food or beverage unless explicitly approved in writing by the COMMISSION.

34. GRANTEE agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approvals, and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, training, and other events, including the provision of food or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.

35. The GRANTEE must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010 and other applicable laws.

36. The GRANTEE may not reduce state or local funds for an activity specifically because the award funds are available to fund that same activity. The award funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, the award funds may not replace state or local funding that is required by law. If a question of supplanting arises, the GRANTEE will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds

37. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this agreement.

38. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this agreement, and any litigation regarding this agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

    I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the agreement, the complaining party shall notify the other party in writing thereof. Within 30 calendar days of such notice, representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
    II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
    III. The arbitration shall be conducted in Maricopa County.
    IV. The arbitration shall be conducted by one arbitrator. If the parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on the application of a party shall appoint the arbitrator.

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V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its expenses and attorney's fees.

39. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

40. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use, which may have been incurred by the GRANTEE.

41. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

42. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

    Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the

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State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."

43. Restrictions and certifications regarding nondisclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

l. In accepting this award, the GRANTEE:

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that:

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any

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further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

44. GRANTEE agrees to notify the COMMISSION within ten (10) days if the project official is replaced during the award period.

45. No rights or interest in this agreement shall be assigned by GRANTEE without the prior written approval of the COMMISSION.

46. GRANTEE will comply with the audit requirements of *2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

47. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230,* and the DOJ Grants Financial Guide.

48. The GRANTEE must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020. **Link:** https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm

49. If the GRANTEE currently has other active awards of federal funds, or if the GRANTEE receives any other award of federal funds during the period of performance for this award, the GRANTEE promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost times for which funds are provided under this award. If so, the recipient must promptly notify the COMMISSION in writing of the potential duplication, and, if so requested by the COMMISSION, must seek a budget-modification or change-of-project-scope grant adjustment notice to eliminate any inappropriate duplication of funding.

50. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

51. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil or criminal penalties.

52. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* https://www.sam.gov/SAM/

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53. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

54. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

55. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm

56. GRANTEE agrees to cooperate and participate with all assessments, evaluation efforts, or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

57. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this agreement. Submission of such materials must be prior to or simultaneous with their public release.

58. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

    "This was supported by Award No. 2020-VD-BX-0309 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

59. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subparts C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination based on race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices and prohibit discrimination based on age in the delivery of services. If in the three years before the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

    Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation, when necessary.
    Link: *Limited English Proficiency A Federal Interagency Website* http://www.LEP.gov

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60. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith-Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice's financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services based on a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
    Link:
    https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith

61. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

    The GRANTEE or subgrantee at any tier must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or any GRANTEE.

    The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

62. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

63. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that apply to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

64. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in

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the suspension of grant funds. Copies of all submissions, such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement, must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

65. GRANTEE agrees to participate in any required civil rights-related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will notify the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: http://www.azcjc.gov/grants

66. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with and is subject to all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as a reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation pertaining to a federal grant.

    GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

67. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: https://www.niem.gov/

68. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
Link: http://www.it.ojp.gov/gsp_grantcondition.

    Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

69. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost-beneficial or would impair the functionality of an existing or proposed IT system.

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70. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

71. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

    If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

72. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

73. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle while performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

74. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

75. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally, GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.

76. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

77. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or

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cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

78. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government, without the express prior written approval of the Commission.

79. GRANTEE agrees that no funds provided, or personnel employed under this agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

80. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

81. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

82. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.

83. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.

84. Unless the COMMISSION authorizes an extension, the GRANTEE must liquidate all obligations incurred under this award not later than 60 calendar days after the end of the performance period, as specified in the terms and conditions of this award.

85. The close-out of the grant will not occur (a) if litigation, including an appeal, is pending, (b) in the case of terminated grants where termination actions are pending, or (c) if allowable costs have not yet been paid to the recipients.

86. Upon close-out, the COMMISSION will make prompt payment to GRANTEE for allowable reimbursable costs covered under the award and included in the approved budget. GRANTEE must promptly refund the COMMISSION any unencumbered or unobligated funding advanced that is not authorized to be retained for use under the award. After close-out of the award, any subsequent invoices received by the GRANTEE shall be the responsibility of the GRANTEE, even if the funding was obligated before the award was closed-out.

87. The GRANTEE is obligated to refund to the COMMISSION (a) any overage paid to the GRANTEE by the COMMISSION after balancing award account, (b) any investment income or interest that was earned on an advance of award funds that are due to the COMMISSION, AND (c) any other monies that are due to the COMMISSION under the provisions of the grant award.

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88. This agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

89. If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall be in full force and effect.

90. GRANTEE agrees to comply with all Special Condition(s) included with this agreement on the Grant Agreement Continuation Sheet.

91. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

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Arizona Criminal Justice Commission
Arizona Coronavirus Emergency Supplemental Funding Program
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition, the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly and with a final report. These funds are subject to audit. Program income that is earned during the final 60 days of the award period, if appropriate, must be obligated and expended for permissible uses during the 60 days following the award period. Any program income that is earned but not obligated or expended within 60 days of the end of the award period must be returned to the COMMISSION.

3. Quarterly activity reports must be submitted through the ACJC Reporting System: https://acjcreporting.azcjc.gov. Financial reports must be submitted through the ACJC Grant Management System: https://acjc.azcjc.gov/GMS3/LogIn.aspx. Failure to submit required activity reports or finance reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.

4. Upon request, the GRANTEE must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the GRANTEE. Accordingly, the GRANTEE agrees first to determine if any of the following activities will be funded by the grant, before obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the GRANTEE agrees to contact the COMMISSION. The GRANTEE understands that this condition applies to new activities as set out below, whether or not they are funded explicitly with these award funds. That is, as long as the activity is being conducted by the GRANTEE, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are; (a) New construction; (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; (c) A renovation, lease, or any proposed use of a building or facility that will either (1) result in a change in its basic prior use or (2) significantly change its size; (d) Implementation of a new program involving the use of chemicals other than chemicals that are (1) purchased as an incidental component of a funded activity and (2) traditionally used, for example, in office, household, recreational, or education environments; and (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The GRANTEE understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations. Application of This Condition to GRANTEE'S Existing Programs or Activities: For

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any of the GRANTEE'S existing programs or activities that will be funded by these award funds, the GRANTEE, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

5. No funds under this award may be expended on individual items costing $500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), or Unmanned Aerial Vehicles (UAV) without prior written approval from the COMMISSION. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through the Grant Management System (GMS).

6. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with award funds may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

7. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-annor.aspx). In addition, ballistic- resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(l)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.

8. The GRANTEE must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Authorized Official Initials:_____

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IN WITNESS WHEREOF, the parties have made and executed the agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Approved as to form and authority to enter into the agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into the agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission

Revised 8/3/2016

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ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

ATTACHMENT A

Town of Marana OOE and Equpment Detail		
Line Item	**Expense Type**	**Quantity**
Other Operating Expenditures	Barrier Guards - Municipal Court	5
	Barrier Installation Supplies	1
	Medical Face Masks - Municipal Court	500
	Sanitation Supplies- Municipal Court	1
	Quick Clean QT-TB - Municipal Court	1
	Nitrile Gloves (L) - Municipal Court	1
	Barrier Guards - Marana Police Dept	5
	Barrier Installation Supplies	1
	Barrier Installation Supplies - in ground MPD	1
	Quick Clean QT-TB - Marana Police Dept	1
	Nitrile Gloves (L) - Marana Police Dept	1
	Clorox Wipes- Marana Police Dept- order 1	1
	Clorox Wipes- Marana Police Dept- order 2	1
	Clorox Wipes- Marana Police Dept- order 3	1
	Clorox Wipes- Marana Police Dept- order 4 for Patrol	1
	Clorox Wipes- Marana Police Dept- order 5	1
	Protective Face Masks - Marana Police Dept	1
	Disposable Surgical Masks - Marana Police Dept	1
	Hand Sanitizer - Marana Police Dept- order 1	1
	Hand Sanitizer - Marana Police Dept- order 2	1
	All purpose sponges - Marana Police Dept	1
	Disinfectant/Cleaner - Marana Police Dept- order 1	1
	Disinfectant/Cleaner - Marana Police Dept- order 2	1
	Disinfectant/Cleaner - Marana Police Dept- order 3	1
	Medical Gloves - Marana Police Dept	1
	Medical Face Masks - Legal Services Dept	50
	Quick Clean QT-TB - Legal Services Dept	1

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	Nitrile Gloves (L) - Legal Department	1
Equipment	Laptops- Marana Police Dept - records telework	2
	Contactless Head Thermometers - Marana Police Dept	3
	Computer Mouse - Marana Police Dept- telework	1
	Computer Keyboard- Marana Police Dept - records telework	2
	Computer Keyboard- Marana Police Dept - records telework	2

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ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

***Insurance Requirements* for Any Contractors Used by a Party to the Grant Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   The policy shall include bodily injury, property damage, and broad form contractual liability.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor.

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the contractor with their list of persons to be insured.)

   b. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

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Exhibit "A" Page 2

2. **Business Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the contractor involving automobiles owned, hired and/or non-owned by the contractor.

   b. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the contractor with their list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

   a. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

   b.
   This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The contractor's policies shall stipulate that the insurance afforded the contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees, or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the contractor's liability assumed under the indemnification provisions of this contract.

Notice of Cancellation:
For each insurance policy required by the insurance provisions of this contract, the contractor must provide to the State of Arizona within two (2) business days of receipt, notice if a policy is suspended,

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voided, or canceled for any reason. Such notice shall be mailed, e-mailed, hand-delivered, or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:
Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona, in no way warrants, that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

Verification of Coverage:
The contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this contract must be in effect at, or before, the commencement of work under this contract. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this contract at any time.

Subcontractors:
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or contractor shall be responsible for ensuring or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time, throughout the life of the contract, proof from the contractor that its subcontractors have the required coverage.

Approval and Modifications:
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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Arizona Criminal Justice Commission

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SHEILA POLK
Yavapai County Attorney

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Law Enforcement Leader
City of Maricopa Police Department

ALLISTER ADEL
Maricopa County Attorney

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Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

HESTON SILBERT, Director
Department of Public Safety

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

DAVID SANDERS
Pima County Chief Probation Officer

DAVID SHINN, Director
Department of Corrections

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Former Judge

VACANT
Sheriff

VACANT
Chief

VACANT
Chief

VACANT
Chief

Executive Director
Andrew T. LeFevre

1110 West Washington, Suite 230
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June 8, 2020

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

Re: FY20 Arizona Coronavirus Emergency Supplemental Funding (ACESF) Program, Grant Award #ACESF-21-049

Dear Town Manager Mehta,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY 2020 Arizona Coronavirus Emergency Supplemental Funding Program.

Paragraphs six and seven, found on page three of the enclosed agreement provide the amount of funding awarded to your agency and the specific budget line items that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: https://acjc.azcjc.gov/GMS3/Login.aspx. Activity reporting can be accessed at: https://acjcreporting.azcjc.gov/Account/Login?ReturnUrl=%2F.

Office of Civil Rights Requirements: Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office

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of Civil Rights, Office of Justice Programs. Link to helpful EEOP information: https://ojp.gov/about/offices/ocr.htm

If you have any questions, please contact Simone Courter at scourter@azcjc.gov or 602.364.1186. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Deputy Director
Arizona Criminal Justice Commission

Council-Special Meeting **C3**

Meeting Date: 06/23/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: June 23, 2020

Subject: Approval of the Council Study Session Summary Meeting Minutes of May 26, 2020 (Cherry L. Lawson)

Attachments

Council Study Session Summary Minutes, 05/26/2020

MARANA TOWN COUNCIL
STUDY SESSION
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 26, 2020 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 6:00 PM and directed the Clerk to call the roll. **Mayor Honea, Vice Mayor Post, Council Members: Dave Bowen (Excused), Patti Comerford, Roxanne Ziegler, John Officer, and Herb Kai.**

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

APPROVAL OF AGENDA

Council Member Ziegler moved and Vice Mayor Post second the motion approving the agenda. Motion passes, 6-0.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Public Works; presentation, discussion, and possible direction regarding the draft Marana 2021-2025 Capital Improvement Program (Keith Brann and Scott Schladweiler)

Town Engineer Keith Brann presented a PowerPoint regarding the draft Marana 2021-2025 Capital Improvement Program stating this presentation came before the Council in March 2020 just as the coronavirus had an effect on the world. At that time, the Town had a balanced Capital Improvement Program; however, some major changes occurred within the nation as well as within the town. Some of those change factors affect the funds used to fund the Town's Capital Improvement Program. The two main funds affected are the Transportation and General Fund.

FY2021 Changed Factors

Transportation Fund

- Reduced Homebuilding and Construction
  - Currently, but are expecting to see a reduced construction for at least two (2) quarters of the fiscal year next year.
- Estimated revenue FY21 is $1.4M
  - Also looking at coming out of this at a slower pace. They are projecting for this next fiscal year a reduction of $1.4M than what the Town had expected to budget for back in March.

Mayor Honea asked for clarification on the $1.4M the Town would have normally expected to receive. **Mr. Brann** replied stating typically the Transportation Fund the amount that goes towards the CIP is $6M per year. There is approximately $8M collected in the Town and $6M makes it into the Transportation Fund.

- Revenue for F22 onward also less
  - Looking at less funding going forward until the Town can be restored to previous levels.

General Fund

- Reduced sales tax collections
  - The General Fund for the Capital Improvement Program funds some projects.
- Reduced state shared revenues

Adonis Road Extension

- Council direction to take over project
  - Based upon some of the recent actions that occurred with the Villages of Tortolita and the Adonis Road Extension Project, they are not able to construct the Adonis Road project at this time. Council has provided direction for Town staff to take on that project.
  - With less revenue coming in, the Town has also taken on another major project this year.

Mr. Brann stated overall, the Transportation Fund has capacity to handle the project; however, we do have points in the five (5) year program where some projects will be delayed. The Town has a pinch point in the program whereby funding is available today.

As the Town moves forward with projects, those funds become depleted. This will affect FY2023 when the Town will likely see that pinch point before coming out of it. While the Town can take on a project or make that project happen, Town staff will have to shuffle the five (5) year program in order to make that happen.

Other funds in the Town have been more stable. Water funds have been funded through user funds etc. Impact fees have been on track. However, like the Transportation Fund, the Impact Fee Fund will also began to diminish as we see less construction.

FY2021 CIP Adjustments

Projects Added
- Adonis Rod Extension

Projects Removed
- Stingray Road
- Joplin Lane
- Moore Road Rehab (DM)
- Adonis Road Ext. Ph2 (CAP East)
- ADA Compliance (next 2 yrs.)
- Camino de Oeste South
- Twin Peaks West

Projects Shifted
- Silverbell Sidewalks P2
- Moore Road Rehab (GF)
- Cortaro Road Rehab
- Camino de Oeste South
- MPD Consoles
- MPD Storage
- Campus Improvements
- MOC Parking Rehab
- El Rio Preserve – CMID
- CAP/NIA Allocation
- NW Recharge Facility
- SCADA

Mr. Brann explained that Town staff had shifted some projects to handle that pinch point issue, and shifted General Fund projects out one year as we are trying to reduce the expenditures on the General Fund for this next fiscal year. There projects that have been removed from the program. Those removed does not mean that those project would go forward, but rather outside of the five (5) year window that the Town program. Some of those projects may have been in year three (3) or four (4) and some may have been in an earlier program for earlier years. He provided detailed information for each of the projects listed within the PowerPoint. *(A copy of the full presentation is available on the Town's website as well as in the Town Clerk's Office for viewing.)*

From a transportation standpoint, one of the biggest projects that has been shifted was the Adonis Road Extension Phase 2. The Town had this originally in Adonis Road with the agreement with the Villages of Tortolita that would go across from the Adonis Subdivision to Tangerine. During design of that project, it became apparent that the Central Arizona Project Canal was going to require substantial improvements across the canal. At that time, the project was broken into two (2) phases. With the Mandarina settlement agreement, Town staff came up with an alternative--a stopgap alignment to skirt the west side of the CAP Canal. The ultimate roadway including crossing the

Central Arizona Project was placed into the Capital Improvement Program. Now, that project will be beyond the five (5) year window.

There are projects that have slid. The Silverbell Sidewalks that was the second phase of the sidewalk infill project, as they had completed the first phase this past year. The second phase would take this from the southern Continental Loop to Cortaro. That project will now move. A rehabilitation project that is a rubberized chip seal project that is part of the capital improvement that is part of the Pavement Preservation Program. The Town has shown that with the Pavement Preservation that is done for the town, there are minor, moderate and major treatments. When some of these roads advance to the moderate and major treatment, they go into the Capital Improvement Program.

Mr. Brann continued stating running parallel to this is the Town own issues with revenue and funding. Marana also has the same issue that the state is dealing with. With regard to the state and the legislature in dealing with this pandemic, on thing that was in play is a $5M contribution from the state towards Tangerine Road. However, with the short legislative session, that does not look possible. Staff will continue to seek those dollars in the next fiscal year; however, at this time, it does not look favorable for that funding to come forward for FY2021.

General Fund project: the Town has an ADA Compliance Program whereby throughout the Town every year upgrade and replace various handicap ramps around town, subdivisions, arterial and collectors to bring those up to the most current ADA Code. The Town will not be able to accomplish that in these next two fiscal years.

Moore Road and Twin Peaks Rehab are some capital improvement projects that the Town is dealing with major pavement preservation. Those projects will be delayed for a couple of years. Other listed projects are new to the program, and will be delayed beyond the five (5) year program.

Stingray Road that serves the Marana Wastewater Treatment campus, Camino de Oeste south is an improvement to bring the towns' few dirt roads up to a better road standard. That road would have to remain as it is until the near future. Joplin Lane connects the dots between developer-obligated projects. It is under obligation from the Cortaro Ranch development, the Linda Vista Villages development and the Lex Sears Development in that area. This project would have filled in the gaps, and therefore; is delayed as well.

Town staff kicked out another project like the Cortaro Road Rehabilitation moving it forward by one year. Other projects that addressed the needs of the Police Department as well as some of the campus facility projects, those projects were to be funded by the General Fund. Each is delayed by one year.

Regarding the Marana Regional Airport, it is setup to be aligned with ASCEP. In the event that funding is available, the Town could leverage that funding; and use its own resources to bring this project forward and would try to accomplish those projects. No changes with the airport.

Park Improvement Projects there were two projects that were funded by the General Fund. The El-Rio Preserve that is the CMID connection to create a turnout on the CMID line which would then be able to feed water to the El-Rio Preserve in times of low rain fall to keep the stocked with water. The Town has two (2) funding sources for this project. Approximately $58,000 is a leftover legacy payment from the mall side, which is from environmental restoration; however, the remaining funding would come from the General Fund. That project would be delayed by one year. El-Rio Parking Lot was a parking addition near the pump station to help with additional parking in that area.

Mayor Honea inquired about the CMID hookup for El-Rio stating he knows there was aeration that needs to be installed in the pond, and the hookup to the CMID water source. He asked for the amount it would cost to hookup to the water source if the aeration were not done. If the Town has $58,000, members of the Council could speak with members of the CMID Board in an effort to get some water in there. He would love to see some water in there. If we cannot do the aeration, maybe the Town could do the hookup to the CMID if a deal can be reached with the CMID Board.

Parks & Recreation Director Jim Conroy stated the $58,000 on the carryover is under $100,000, and the Town would need the full amount in order to do the turnout, and have the conveyance line to bring water into the reserve. The amount is $100,000 total, and roughly $40,000 short of that amount.

Council Member Kai asked with the bank protection now completed, does that mean the Santa Cruz River will not go into the Preserve. **Mayor Honea** replied stating that is correct. He asked Town staff to do some research to look into a hard dollar amount for this project. **Council Member Ziegler** stated if CMID can join and assist the Town while still be made hold for their efforts.

Vice Mayor Post inquired about the budget stating if the projections are lower than what actually happens, how flexible is the budget. He asked whether projects could be added back into the budget once it is adopted. **Mr. Brann** deferred to **Finance Director Yiannis Kalaitzidis** for a response the **Vice Mayor Post** inquiry. However stating his understanding of the budget is that the Capital Improvement Plan is part of the budget as a whole, and sets a cap. If revenues come in much higher, the Town may be limited in its ability to spend those funds. If the authority is there to spend the money, projects can be moved around in the CIP. **Vice Mayor Post** asked whether Council is able to provide Town staff with the authority to spend those funds.

Mr. Kalaitzidis replied stating one way to deal with that exact situation is to size our contingency appropriately for next year to allow for flexibility. Normally we have a contingency in the General Fund of $5M. If the Town thinks that there is that opportunity, and Town staff is planning to discuss with Council later, the Town can size its contingency to $5M or more than then the normal. **Vice Mayor Post** stated as an example Adonis Roadway. The Town has the item the budget for $4.3-$4.5M this year, as there are a couple of components. He ask what happens should one of those components does not come through, and the road is then $2.5M. He continued asking whether the remaining unspent funding is available for other projects on the list, or is that all that can be spent for the year.

Mr. Kalaitzidis replied stating that budget capacity could be used for another project to come online. However, that $1M that was taken that year would have to be replenished in that following year to finish the Adonis project. The other situation would be, with Council approval, to utilize contingency funds for projects, as those funds are specifically for projects. **Vice Mayor Post** asked whether the budget provides flexibility to do this. **Mr. Kalaitzidis** replied stating ultimately, the budget will have a cap. It is just by the legislature that it is set; that is, once it is set within that, the Town could allocate budget capacity.

Vice Mayor Post ask whether the Town would be setting the cap high enough in order meet any variables in our income. **Mr. Kalaitzidis** stated that is the plan of the Town. **Vice Mayor Post** stated he does not see that reflection within the budget. **Mr. Kalaitzidis** replied that information is not part of this agenda item presentation, that information is forthcoming in the next agenda item. **Mayor Honea** stated the reserve fund within the budget is typically set at $5M; however, the Council can elect to set it at $10M if it chooses to. That does not mean the Council will spend that much, but that it would provide the Town flexibility in its budget.

Mr. Brann deferred to **Water Director Scott Schladweiler** to review the details of the Water Department.

Mr. Schladweiler provided updates to the presentation provided to Council in March 2020. The first of which is the reallocation of the 515-acre feet of the NIA Priority CIP Water (referring to the PowerPoint Slide it is the first project listed). The Town received confirmation from CAP last month that contracts would be issued for the NIA Reallocation for calendar year 2021 for water delivery scheduled in calendar year 2022. This is why it was delayed a year, and the Town's first payment would be due in October 2021 which is the Town's fiscal year of 2022.

Also important to note is the recent increase in cost. The Town did not have the actual cost until last month, and presented by CAP at a stakeholder meeting. This is the total cost for the entitlement, or the allocation of the 515-acre feet of NIA water. With over

$1M, the Town have been collecting impact fees on this since 2014 at a lower assumed cost as the Town had been waiting for it for several years.

Over the next year, Town staff plan to update the Infrastructure Improvement Plan and the Impact Fee Study, as this is directly attributable to contributing to new growth. There has not been any updates to East Tangerine Pipeline, Marana Park Well, and the Potable Water System Master Plan Update. The NW Recharge, Recovery, and Delivery System Project is the collaborative effort between Metro Water, Town of Oro Valley and Marana to bring our recovered CAP water into our distribution systems. The total project budget remains around $9.4M. They have started designing this project, but a defined funding source is not yet identified. Over the first year or so, we would look to the General Fund to support the project until the funding source is identified.

He reached out to Oro Valley and Metro Water to see if they would be interested and willing to delay construction for up to 12 months. This would push construction back to April 2022 and reduce spending of approximately $5-6M dollars over the next year and a half. The total cost of the project will remain the same; however, staff will delay those cost until a later date.

Vice Mayor Post inquired about the funding source. **Mr. Schladweiler** replied stating they had been collecting fees on this project; Oro Valley has been collecting fees for a couple years now it is part of the resource fee. There are happy to delay it, as it gives them more time to collect fees. **Vice Mayor Post** ask whether that is their only source. **Mr. Schladweiler** stated they would need to finance a portion of it. He does not know if they decided on that. Metro Water will go out and finance a portion as well, but they are also collecting resource fees. **Vice Mayor Post** stated all of our partners are in the same position. **Mr. Schladweiler** replied stating they have collected more fees. Marana does not have a funding source at this point. As the project started a couple of years ago, Town staff were in discussions with the developer who was going to support a portion of it; however, that fell through. At this time, the Town is starting the project with seed money that came from a reliability agreement that was transferred to the Town for $550,000 of seed money to begin the design work on the project.

Council Member Ziegler ask whether the Town has an agreement with Metro Water and Oro Valley that speaks to the terms, as Marana is now delaying the project. **Mr. Schladweiler** replied stating that through discussions with them the original plan was to have everything on line in 2023. However, it is slightly delayed until 2024. Marana has an IGA with all three parties. As an example, if one of the parties drop out, Marana would be responsible for updating all of the drawings and paying the consultant fees to get to the revised sizing required. The IGA does not provide for a specific cost obligating the Tow of Marana, but rather it is our proportional capacity in how the other system will be operated going forward.

Council Member Ziegler ask whether the drivers to the changes that are, being made is related to the Adonis Road Extension and the Coronavirus Pandemic. **Mr. Schladweiler** stated he could not speak to the Adonis Road Extension project. However, the NERDS and this project that is a portion of it as there would be a dependence on the General Fund for funding assistance. With the uncertainty of funding over the next year or two, the Town wanted to reduce that impact by delaying the start as well as finding a dedicated funding source for the project and continue to move forward with it.

Mr. Brann continued stating in terms of the transportation projects, **Council Member Ziegler's** examples would be correct, as there was a diminishment of funding coming in and the added project of the Adonis Road Extension. Parks is a revenue-based decision of not putting additional pressure on the General Fund next fiscal year.

Mr. Schladweiler stated the SCADA and Integrated Telemetry is an ongoing project that is covered by rates. The final project is the Sanders Road 24-inch Water Line there is no change in this project to the overall budget numbers. This project will be delayed until it is necessary to bring online. Town staff has been in conversations with some of the developers along the alignment who are looking to develop and look at alternate ways to get water out there possibly by using these funds or use of other options to get pipelines out there to service that area.

Vice Mayor Post stated **Council Member Ziegler** brought forward an interesting question for him. He ask **Mr. Schladweiler** to identify the funding source for the projects listed discussed with Council. **Mr. Schladweiler** provided the following:

- CAP Subcontract – NIA Reallocation: Water Impact Fees *(clarified)*
- East Tangerine Pipeline Potential Impact Fee Project
- Marana Park Well Water Infrastructure Impact Fee
- Potable Water System Master Plan Water Infrastructure Impact Fee
- Tangerine W, X-zone Booster and PRV Water Infrastructure Impact Fee
- NW Recharge, Recovery & Delivery Funding source has not been identified
- SCADA and Integrated Telemetry Covered by rates: Water and Sewer
- Continental Reserve 24-inch Tie-in Water Infrastructure Impact Fee
- Picture Rocks Interconnect Water Infrastructure Impact Fee
- Sanders Rd 24-inch Water Line Water Infrastructure Impact Fee

Vice Mayor Post ask whether the impact fees for the Continental Reserve 24-inch Tie-in were previously collected or new impact fees for this project. **Mr. Schladweiler** replied stating the Town started collecting those impact fees in 2014. These projects were already scheduled within the system since that time. Some of the projects have changed in terms of price from 2014. There have been updates to the IAP, but the Town has already started collecting those.

Mr. Brann commented on a previously viewed slide from March 2020 regarding the request of the Town for projects that will require use of funding from the General Fund.

D2 Relating to Budget; review, discussion, consideration, and direction to staff regarding the fiscal year 2020-2021 Manager's recommended operating budgets for the General Fund, Bed Tax Fund, Highway User Revenue Fund, Water Operating Fund, Wastewater Operating Fund, and the Airport Operating Fund (Jamsheed Mehta and Yiannis Kalaitzidis)

Town Manager Jamsheed Mehta provided opening comments highlighting the directions of Town staff along with accomplishments of the Town, and how the Town will move forward with next fiscal year budget, as well as commented on the future of special events for the Town of Marana. Below is a summary of the PowerPoint Presentation of the Manager's Recommended Budget. *(A copy is available in the Town Clerk's Office for viewing as well as on the Town's website.)*

Overview

- Accomplishments
- Investment Summary
- FY2021 Revenue Outlook
- Selected Operating Budget Summaries
- Next Steps

Strategic Focus Area

- Commerce
    - Carondelet Micro Hospital Opening
    - Dove Mountain Assisted Living Construction
    - Alicat Scientific Expansion
    - FL Smidth Krebs Expansion
    - PSE Archery – Dove Mountain
    - Bisbee Breakfast Club @ Downtown Marana
    - Airport activity; Grant Projects Economic Development Prospects
- Community
    - Ina Interchange Completion
    - Water Quality Campus Construction
    - Public Safety State Accreditation
    - Make Marana 2040 General Plan
    - Adonis Wastewater Project Funding
    - Infrastructure Plans and Studies
- Innovation
    - Parks and Recreation Digital Engagement
    - Virtual Council Meetings
    - Business Continuity Tools

DRAFT

    - Street Pavement Condition Inventory
    - DSC digital inspections and reviews
- Heritage
    - Marana Signature Events
        - Star Spangled Spectacular
        - Fall Festival
        - Holiday Festival
        - Founder's Day
    - Discover Marana Tours
        - Movie Familiarization (FAM) Tours
        - History & Archeology Tours
- Recreation
    - Parks and Recreation Master Plan
    - Honea Heights Park
    - SUP Cal Portland Project
    - Special Needs Recreational Programming
    - El Rio Observation Deck Opening

Recognitions
- Top 10 Best Cities to Live in Arizona (HomeSnacks.com)
- Top 10 Safest Cities in Arizona (Safewise)
- PISCES Award for Adonis Sewer Project
- Marana Cape Chase – Outstanding Adaptive Recreation Program
- Digital City Survey Award
- Water Quality Dashboard on the Town's website
- Parks and Recreation Mobile App

Future Development
- PVB Fabrications Corporation HQ
- Luke Automotive Dealership
- Sol Dog Lodge
- JD Russell HQ at AVQ
- PSE Archery
- Mandarina Development
- Vanderbilt Farms Development

Planning for Growth
- Land Use Planning:
    - 2040 General Plan
    - Land Development code
    - Parks Open Space Development Requisitions
    - North Marana Drainage Study

DRAFT

- Infrastructure Planning:
    - Sewer Conveyance Plan
    - Pavement Preservation Plan
    - Airport Drainage Study
    - North Marana Drainage Study
    - Parks Master Plan

Budget in the Time of COVID 19

- Methodology
    - Town budget preparation starts six to nine months in advance
    - CIP preparation usually begins in early fall
    - Operating budget target goals are set in November
    - In addition to internal budget analysis, the Town looked at sources outside of the organization to see whether there was any projection for this year's revenue, or future revenues
    - The Town has not received essential information from the State Department of Revenue
    - The League of Cities and Towns are doing its best, and the Town is awaiting their projections to be released
    - Marana connected with organizations that are tied to our local building and development industry and have been able to set new targets based on those conversations
    - Marana has been in constant contact with pier cities and towns; each community economic base is different
    - Economist at the state and federal level point to several recovery models, and maybe one of them is right; however, that will be revealed to us over time.
    - The general consensus; however, suggest that the recovery will be short and a quick recovery
    - The fiscal year 2021 will generate less revenue, therefore, we must plan for less expenses in a way that assures continuity in municipal services
    - As a result the beginning of the fiscal year in July, it will not be business as usual, we must cautiously open up expenditure budgets in the New Year and closely monitor activities all of the time.
    - From a legal perspective, the budget is expenditure authority. Very low number can cause Council to not avail of revenues coming in, and conversely a very high number budget expenditures will require the Town to defer those expenses or end up with a deficit
    - Challenge is to find a happy medium so that in the event a better flow of revenue coming in that the Town will have the budget authority to use those funds.
    - Such an approach provides the flexibility that we are looking for. The improved revenue can be in the form of a resurgence in the economy sooner

than we expect. It could be in a form of federal funds to local cities and towns, but is currently stuck in congress.
    - Fortunately, for Marana, our first three quarters in the current fiscal year more than compensate for the declining revenues in the last quarter of this fiscal year.
    - From a budget standpoint, the Town will end the year in the positive.
- Request to Departments
    - Direction to all 15 departments especially those funded through the General Fund with an expenditure reduction goal that keeps essential services and essential maintenance that absolutely needed or required replacement, but does not impact individual salaries or benefits.
    - Every General Fund department participated in round of budget reductions, and we realized 12% reduction of expenses from the current fiscal year budget. That is more than $5.2M in cuts from the current fiscal year budget.
    - Certain expenses have been placed in a category call restricted budget. That means the Town will wait until to see how the economy performs and how revenues are coming in, before those expenses are allowed to occur.
    - The same applies to vehicle replacement, as the Town will look at the economic condition before ordering any vehicles or equipment.
    - Any vacant position will be held over for six months before considering any new hires from the outside. Some vacant positions that have been vacant for some time, the Town is not actively seeking a replacement of those. Those vacant positions will remain unfunded for 12 months.
    - These measures will keep Marana expenses in line with our projected revenues, as the Town need to look at everything including some of the big-ticket events.
- Prioritization
    - July 4 Star Spangle Spectacular celebration planning for this event happens at least three months in advance, if not earlier. This year fireworks will launch from within Crossroads Park, as the property that Marana would normally lease is not available to the town this year. The fireworks will be enjoyed from spaces outside of the park area. The usual cost for this event is $97,000.

Council Member Comerford ask how the decision was made to forego using the normally leased property for the fireworks celebration. **Mr. Mehta** stated the property owner made the decision. If the property owner cannot accommodate the Town, then the next best place is within the park. When we take the celebration within the park, we are extremely limited in terms of accommodating the people and providing a safe place to enjoy the celebration. **Council Member Comerford** reminded **Mr. Mehta** to include the Council on these types of decisions, as they may be able to offer assistance with community partners. She expressed concern for the changes that have occurred with the

special events process and naming conventions without having sought Council for its opinion. The special events are important to the Marana community, and state the caliber of the events have changed. **Mr. Mehta** continued his presentation related to special events as provided below.

- Fireworks only for the July 4 celebration will cost $27,000. This will be a significant saving in the first few days of the fiscal year.
- The fall festival another signature event of the Town.

Council Member Comerford ask why the Town has stopped seeking sponsors for some of the special events. **Mr. Mehta** replied stating the Town has not stopped as the opportunities are there, as Town staff assist with plans, programming and incentives in support of the sponsorship. **Council Member Comerford** stated it is easy to write a check. That she and **Mayor Honea** has offered on several occasions to go out to solicit the community for donations, and Town staff turns them down each time. This is another example of staff denying Council the opportunity to assist. There are people in the community who wants to assist the Town; people may respond better to Council as opposed to staff. **Mr. Mehta** replied stating he has had a conversation with **Mayor Honea,** and the Town would welcome Council participation in some of these conversations to see whether we can acquire sufficient revenues.

- The fall festival is the Town's second signature event and cost $48,000. Town staff recommendation is not to host this event.

Mr. Mehta stated the two events (fall festival and the July 4 celebration) is happening before the Town can assess the economy at the end of the first quarter, he believes it is crucial to make these budget cuts up front in setting the budget.

- The holiday event is the Town's third signature event held in December. The normal cost of the event is $95,000 approximately. At a minimum, he recommends spending half of that amount on the tree light show, and place the remaining amount in the restricted account. The Town can evaluate the revenues coming in at the end of the first quarter, and then Council can decide whether to hold the program as it normally would be after the first quarter.

Council Member Comerford asked how **Mr. Mehta** would suggest when to include the Council in its decision-making process. **Mr. Mehta** replied stating as soon as the Town has received the information, it would be forwarded to the Council for its decision.

Mr. Mehta stated Founder's Day was a fully funded event for this year. Unfortunately, the Town did not move forward with hosting that event. Going forward, the Town will periodically provide the Council with a snapshot of the town revenues, as well as any adjustments the town can project to get us to the fiscal year. In the event the Town realizes

its revenues are coming in lower than projected, the Town will hold its position on expenditures and restricted accounts. Next, the Town will look at its' budgeted expenses and determine what need to be deferred from both the ongoing and one-time expenses. In the event the Town observes revenues coming in even lower, the Town will begin to review those options in past years that this Council had applied over 12 years ago during the Great Recession.

He continued stating the Town can look at service reductions to help reduce the cost. It could be targeted to certain areas where we could afford to reduce cost. The Town can also look at short-term furloughs as an example, not that it is being suggested or recommended. **Council Member Comerford** stated it is not an option in her opinion. She suggested cutting the salaries of management before moving forward with a furlough option. **Mr. Mehta** stated he is providing this information to Council so to explain the order of magnitude of the amount of dollars it would take in order to make up for the losses in revenue. That is, if in fact the numbers are so far off. Town staff is not looking at this as an option it is just being presented to Council.

Council Member Ziegler expressed her disagreement with **Council Member Comerford** on the furloughs, as she herself was involved in a furlough. If Council has to go to that length, she has found that many employees (with her former employer) were very thankful for the furlough. She explained how that process occurred with her former employer. Employees were thankful that they were able to remain employed. **Council Member Comerford** stated her spouse had to take a 10% cut in his salary with his employer. She would agree with **Council Member Ziegler** comments if she felt Town staff were doing everything they could within the budget; she does not currently see that occurring. That should only be an option when the employees decide. There should be some accountability before the Town gets to that point.

Mr. Mehta stated that in one of the presentation slides that **Mr. Kalaitzidis** will share with Council, the Town is projecting $2.9M in less revenue coming into the General Fund than the previous year. Assuming that the revenue reduction is not enough, and suppose that the Town will need to double that amount because of continuing revenue shortfall; then the amount when converted to staff time (holding restricted funds, not hiring new employees, keeping positions vacant, not funding positions); it is equivalent to two and one-half weeks of a furlough out of 52 weeks. He is providing Council with a sense of scale of what this may look like in a worst-case scenario.

Council Member Ziegler asked for clarification as to whether the two and one-half week is per employee or as a whole. **Mr. Mehta** replied that would be two and one-half week of an employee's pay that would be equal to five (5%) percent or less for the total cut.

Vice Mayor Post explained this is his second time experiencing financial challenges with the town. He is in agreement with the special events. This is an area where the Town has

had much success within. That is a great deal of money that can be used in other places. The last time the Town has had to restructure its special events because we did not have any money. However, the Town came back and presented events that worked best for the Town. He believes that is how the Town began using Cross Road Park and bringing businesses into the events. That misfortune lead to the success of having much better events. Perhaps this time, the Town can do the same in this situation.

He asked how the Town has structured its budget without the benefit of having received information from the state. He asked whether the Town would be able to react quickly upon receiving the information from the state without having to make deeper cuts. **Mr. Mehta** stated he would first speak with **Mr. Kalaitzidis**; however, the Town has the Department of Revenue numbers, and the League of Cities and Towns would provide Marana with its portion of the state shared revenue amount. **Vice Mayor Post** replied asking whether the League would provide that information to the Town. **Mr. Mehta** stated the League would provide Marana with its annual amount the state would have identified either by phone or by mail. **Vice Mayor Post** stated it appears as though the Town is going into this budget season on a month-to-month basis. **Mr. Mehta** stated to set the budget by the time the Town presents the tentative budget on June 16; the Town should have some information from the League of Cities and Towns informing us of our portion of the state shared revenue.

Mr. Mehta stated once the budget is set the Town is uncertain of the time when that two (2%) percent of the sales tax will be dispersed, as there is currently a delay. The delay is two to three months at best. The Town and Council will know the effect of July budget sometime in September or October. The Town's first quarter numbers will be an estimate for the month of October projection later this fall. The Town will have to make some intelligent guesses as to the assumptions. However, Town staff has looked at analysis from hotel or restaurants as there are organizations that are keeping track of those occupancies. That gives the Town an indication as to whether its projections are high, low or just right. Based on that information, Town staff makes inferences based on the sales tax. Each city and town are all experiencing the same level of financial challenges at this time.
In response to **Vice Mayor Post** question of how does staff know it is on the right track or not is part of the discussion that **Mr. Kalaitzidis** explained. The Town's contingency plays a big factor in this.

Council Member Kai asked whether the Federal Census Count would be a factor in the amount the Town receives in state shared revenue, and how will the Town work through that. **Mr. Mehta** replied stating the official results of the census will not necessarily assist Marana with the state shared revenues. Marana's response rate is in the upper 60 or 70%, and the door-to-door process will begin from August through October. The data collection will likely get into the fall and winter season. Official census numbers from the federal side will not be available to Marana for most of this year. To the maximum extent

possible, the Town will maintain a structurally balanced budget. That means ongoing revenues should ideally cover ongoing expenses. The Fund Balance Account will be used to support one time needs funding for projects and programs.

Mr. Mehta reiterated if the economy rebounds the manner that the state and federal legislators are indicating, or if Marana receives the federal relief from the congressional bill, then the Town's proposed target for revenues is appropriate. Therefore, the expenditure authority is also appropriate. He briefly commented on the contingency fund account, and how the Town previously used it in the past to fund or complete projects.

Mr. Kalaitzidis presented the FY2020/2021 budget stating the upcoming fiscal year may have some challenges as **Mr. Mehta** has stated. Below are the highlights of the PowerPoint presentation. *(A copy of the presentation is available in the Town Clerk's Office as well as on the Town's website for viewing.)*

Economic Outlook

- COVID-19 pandemic has caused unprecedented social and economic disruption
    - Never in our country's history have we **intentionally** pressed pause on the economy.
    - This is a health event that has really affected the economy rather than an economic event, which is different from 12 years ago.
- No models exist to quantify the magnitude or duration of financial impact or the eventual recovery
- Economist agree we are in a recession
    - Because the fundamentals of the economy were strong leading into the pandemic, the recession may be relatively short, with strong economic growth, **IF**;
        - We effectively handle the public health emergency and the reopening of the economy, and;
        - The Federal government economic policy and stimulus are effective
- Rebound expected to commence in the final two quarters of calendar year 2020
- Key to recovery will be effectively handling the health and emergency and reopening of our economy.

Duration & Impact

- Scenarios of Impact of COVID-19 spread
    - Control of Virus Spread vs. Economic Response
- The best-case scenario is A4 on the top right where we control the spread of the virus and our economic response very effectively – under this scenario we would have a V type recovery. We would experience a sharp drop initially and a strong recovery quickly. This is possible as our economy was strong and this event is a health related event rather than an economic one.

- However, if we stumble in our effectiveness of either our public health response or the economic policy, the recovery will be drastically slower. That is what is shown in all the other different scenarios.

Economic Outlook

- Real GDP (annualized rate)
- The economy should be recovering
- Annualized change would be a reduction of 21%-22%

Town staff reported on May 5 that in the first quarter of this calendar year, we experienced a 4.8% contraction in the GDP. According to the Congressional Office, they are estimating that the second quarter when compared to the first quarter will contract by an additional 40%. As the second quarter compared to the 40% contraction to the third quarter, they are anticipating a 24% increase to the GDP. We did go down steeply; however, are coming back up. In the fourth quarter of the calendar year, which is the holiday season for us, they are anticipating an additional 11% increase in the GDP compared from the previous quarter.

In the following year, they broke with the presentation and went to an annual GDP increase, which is why three (3%) percent increase is estimated for calendar year 2021 they are estimating a three (3%) percent increase that is higher than the two (2%) percent increase we have been seeing in recent years for GDP.

Overall, what we are seeing here is that the economy should be recovering starting in the third calendar quarter of 2020, which for us is the first quarter of FY2021.

On the federal level, we are seeing estimates that show there will be a strong recovery.

Arizona Economy

- State of AZ – April Forecast Versus Enacted Budget
- Staff presented the chart (slide) information presented to Council during the May 5 Council Meeting.
- What we are seeing is the State Financial Advisory committee estimates for four (4) fiscal years including FY2020.
    - The yellow bars show the estimates prior to the pandemic, while the blue bars show the estimates due to the impact of the pandemic.
    - 2.8% in FY20 is a combination of 8.1% growth for three (3) quarters and (23.6%) decline in fourth quarter (excluding deferral)
- These show a similar story where the state is projecting a large drop in revenue growth in the last quarter of the fiscal year then a recovery taking hold in fiscal year 2021 and rapid growth in FY2022 and FY2023.

FY2021 Budget Outlook

Mr. Kalaitzidis stated the Town is presenting its main operating funds, but not the complete budget, or the full dollar of the Capital Improvement budget in this presentation. The Town is presenting the General Fund, Highway User Fund, Bed Tax and Enterprise Fund. Those are the main funds that make up the Town's operations.

The funds that are missing from this presentation that is scheduled to be presented in the Tentative Budget are the Debt Service Funds, the Grant Funds, CFD's, Transportation and Impact Fee Fund, and Self-Insurance Fund.

Sales Tax

- Change from FY2020 Budget: Decrease 9.4% or $2.5M
  - Retail: down 10% - Contracting: Unchanged
  - Restaurants: down 10% - Hotels: down 10%
- Looking to end this budget year at $26.2M compared to $26.9M that the Town had budgeted for the full year.

State Shared Revenues

- Change from FY2020 Budget: Increase 1.6% or $208K
  - Shared Sales Tax: decrease by 10% - Auto Lieu: decrease by 10%
  - Urban Revenue: increase by 15%
- *Shared Revenue Estimates and Census: HB2483 Allows for an annual update of population by using the U.S. Census Bureau's estimate. Shared revenues presented here may change once final Census numbers are available.*
- State Shared revenues which are largely based on population growth in relation to other jurisdictions are also projected to drop by 10% except for Urban revenues as these are distributed based on income taxes from a couple of years ago (2019 for 2021).

- We continue to be one of the fastest growing municipalities in Arizona, so we expect this will continue to be an advantage for us in the upcoming year.
- Based on our projections we expect to end the current fiscal year at $12.3m compared to 12.8 budgeted, while we expect an increase of $200 or 1.6% increase from the current year to $13m for FY2021.

Licenses, Fees & Permits

- Change from FY2020 Budget: decrease 9.3% or $454K
  - SFR FY2020 Budget: 735
  - SFR FY2021 Budget 617
    - FY19 through May: 705
    - FY20 through May 726* (FY2019-2020 Actuals are estimates)

- Good news as reported by **Development Services Director Jason Angell**, the Town has issued 39 permits thus far this month as of May 21. Estimating approximately 726 permits issued for the month of May.
- Town will meet its estimated amount of 735 for this budget year; however, it is likely that the town may exceed 735.
- We see some positive news in this area as we one homebuilder mentioned that they are starting to look at spec homes again.

Budgeting for the Pandemic

- Goal: Maintain services & the people that provide those services
    - With these reduced revenues in mind, the Town Manager's Goal was to maintain services and the people that provide those services while "living within our means" and allowing for maximum flexibility as we move into next fiscal year.
- Maintain Structural Budget – ongoing revenues cover ongoing expenses
    - We looked to maintain a structural budget – where ongoing revenues cover ongoing expenses. To do that we asked departments to look at their budgets and requested that they reduce up to five percent (5%) of ongoing budgets were possible.
- Limit use of one-time resources and preserve fund balance
    - In addition, we asked departments to limit use of one-time resources and defer new requests for one-time projects and programs including $1.750m in general fund projects such as Campus Improvements for $750K (MDP Console Modernization-300K, MPD Evidence Storage Facility Impov-200K, ADA compliance – 200K, MOC parking lot reconstruction – $150K, El Rio Preserve CMID Connection – 158K). [Also reduced new one-time requests by departments from $3.1M, reduced to $1.5M after cuts].
- Allow for flexibility – restrict certain expenses, maintain sufficient contingency
    - Additionally, an important element of this recommended budget is to allow us to be flexible and respond to changing conditions next year. One way to do that is to restrict certain budget expenditures (i.e. vehicle purchases, maintenance) and to allow for a larger contingency amount.

    - To allow for flexibility we have budgeted for expenses that are being restricted and cannot be spent until we get a better sense of the economy. If the economy is stronger than anticipated, then restricted amounts can be released and used, while a larger than normal contingency amount will allow larger projects to be addressed during the year. Conversely, if the economic impact is weaker than anticipated, then we still have the opportunity to use additional tools at our disposal at that time to respond appropriately. (Those tools might be a combination of greater use of fund balance, furloughs, and possibly even a reduction in services. By taking all these steps, we will allow for the most efficient response possible.)

- We believe this recommended budget should allow us to be flexible and respond to changing conditions next year. If the economy is stronger than anticipated, then restricted amounts can be released and used, while a larger than normal contingency amount will allow larger projects to be addressed. Conversely, if the economic impact is weaker than anticipated, then we still have the opportunity to use additional tools at our disposal at that time to respond appropriately. Those tools might be a combination of greater use of fund balance, furloughs, and possibly even a reduction in services. The above will allow us for the most efficient response possible.

Compensation & Benefits

- Employee Compensation - $344,628 decrease
  - No merit increases planned for FY2021
  - General Fund salary savings from hiring freezes and delays
    - One of the big area of investment is compensation and benefits. The goal was to control one-time expenses without affecting positions, and the Town looks to do this as the Town Manager has indicated. In looking at those positions that had not been hired, the Town met with those departments and indicated to them that we were not going to hire those positions, but rather use them as salary savings. Those open positions would remain as full-time equivalent positions listed, but those positions would remain open, and not hired.
    - Certain positions for some departments were informed that those positions would remain frozen for six months, amounting to additional salary savings. The Town communicated early in the process that there would not be merit increases for FY2021.
  - New positions in Water for new Water Treatment Campus operations
    - New positions that are allowed are for the Water Department that were specifically mentioned in the rate study and approved by Council a few months ago.
- Other pay and benefits:
  - Health insurance & other benefits: $180,367
    - Marana experienced a 3.2% increase in its premiums for health insurance, compared to 3.7% last year
    - Included within the Manager's Recommendation this year, the portion that would normally be paid by employees (approximately $20,000 from the General Fund), the Town Manager is recommending this be absorbed by the town.
    - The Town of Marana that equals approximately $20,000 in the General Fund will fully absorb the full 3.2% increase.
  - Employee retirement contributions: ($31,533)
  - Worker's Compensation costs: (58,818)

- We are also seeing slight decreases in overall retirement contributions and Worker's Comp costs in total. The Town is seeing the funding for PSPRS at 60%, as of the last numbers that Marana has available for ASRS for funding is 73-74%. That is a good number for ASRS.
- The Town did not experience a big change ASRS and PSPRS rates for next fiscal year.

Vice Mayor Post asked whether the Town has been able to catch-up with the outstanding balance in the retirement fund. **Mr. Kalaitzidis** replied stating the Town's ability to catch up with ASRS is not yet available to the Town due to the type of plan, as Marana contributes to a large pool and Marana does not have a specific identifiable plan. With PSPRS, the Town continues to take the steps that it has been taking before. In July before the Town contributes for the full year, the Town prepay. The Town takes advantage of that by catching up. However, in order to catch-up beyond that, there is an additional tools and steps the Town can take. That would require the Town for example, to contribute more money by taking some of the Town's one-time funds, and making a down payment against that liability.

Vice Mayor Post ask how far behind is the Town in its payments. **Mr. Kalaitzidis** replied stating the Town is 40% behind from the unfunded liability, equaling several million dollars. It would be a large hit. However, just recently, the PSPRS system has hired a new actuary who will be coming in with some new suggestions, as well as some tools that the Town hopes to bring forward to Council soon as the budget process wraps up.

Mayor Honea stated Marana is in better shape than most cities and towns as far as its PSPRS, as many communities are struggling to reach the 60%.

- Tuition Reimbursement program: $25,000
  - This program was reintroduced and funded for the first time in the current fiscal year at $25,000.
  - As of this date, we have three (3) employees taking advantage of it. Expenses are anticipated to be around $4K with another $1,500 needed for next year based on current approvals.
  - It will be at Council's pleasure to provide guidance on the continuation of this program at its current amount of $25K or at a reduced amount.

Council Member Kai ask whether the current funding of $25,000 has been budgeted for each year of the program. **Mr. Kalaitzidis** replied stating the Town had the policy in existence, but it had not been funded for several years. Council recommended $25,000 last year as funding for that program.

Mayor Honea asked whether it would provide the Town any savings if the amount were reduced to $4000 or some other amount. If the amount remains the same, the Town would carryover an estimated amount of $21,000. **Mr. Kalaitzidis** replied stating **Mayor Honea's** comments are correct from a cash and budget capacity perspective by maintaining the full amount of $25,000. Those funds are not available to be spent on something else. In this particular instance, Council established this to be an ongoing expense. If for example the Council elects to reduce this fund to $10-$15,000, then the remaining funds can be set aside to be used in other areas for other ongoing expenses from a budget capacity standpoint.

Council Member Ziegler stated it was her hope that more than three (3) employees out of 375 employees would take advantage of the program. For those employees who are taking advantage of the program, perhaps it would be best to reduce the amount of the fund as not many employees are taking advantage of the program. She recommended the fund be reduced. **Vice Mayor Post** stated this program was in effect 12 year ago, and it took **Council Member Ziegler** 10 years to have this program restored in the budget. He recommended the program amount be reduced to $8,000 that is double the amount that is currently being paid out to employees through the program. **Council** provided a consensus to reduce the amount from $25,000 to $10,000. That way the remaining $15,000 can be used for other ongoing expenses.

Strategic Position Investment
Summary:

- Salary & ERE Investment: $162,732 ($81,366 salary savings)
- Salary savings in General Fund: $576,271
    - 4 vacant FTEs frozen, others delayed hiring by 6 months

Mr. Kalaitzidis stated additional resources and tools that are part of the Town's Strategic Investment have been reduced this year as **Mr. Mehta** had indicated. Departments requested 22 new positions. The Manager is recommending approving two (2) positions in the budget. The two positions are specifically allowed for two (2) reasons, 1) program revenues are associated with them, and 2) the positions were approved in the rate study by Council earlier this year for two (2) FTEs.

The changes that both positions were Water Operators, the department decided that an electrician would be of greater value to its operations. Both of the positions are funded by user rates and by program revenues that are not sales tax or General Fund specifically from the Water Fund.

Vice Mayor Post ask whether the Town continues to identify funding for the Water Treatment Facilities. **Mr. Kalaitzidis** replied stating the Town still has funding that the General Fund is providing towards the debt service payments. **Vice Mayor Post** asked whether the Town continues to look for additional funding. **Mayor Honea** replied stating

it is his understanding that it is scheduled to be paid out of the Reserve Fund, the entire $2.2M. There are two WIFA Loans for sewer and water. **Vice Mayor Post** stated would the Water Treatment positions come out of those funds once the Town is able to locate a funding source, or will those positions continue to come out of the rates. **Mr. Kalaitzidis** replied stating the operators are coming out of the rates. They are coming out of the Utility Revenue that is built into the rate study. **Vice Mayor Post** ask if that is the case even though those positions are intended for those facilities, those positions are funded through the rates. **Mr. Kalaitzidis** relied that they are as it is generated by those funds.

Mr. Kalaitzidis there is some uncertainty with revenues the department will freeze both positions for the first six months, and will not hire those positions until the second part of the year. In addition to the salary savings that are planned in the Water Fund, the Town also has salary savings that have been identified as part of the budget process for the General Fund. That is $576K resulting in several positions that will continue to be vacant for the full year, next year as well as other positions that the Town has identified as vacant or becoming vacant will be frozen for the first six months of the year.

Council Member Comerford stated she does not understand the information presented as the budget numbers do not match, and does not make sense to her. **Mayor Honea** asked **Mr. Kalaitzidis** to provide clarification so that **Council Member Comerford** can follow along.

Mr. Kalaitzidis explained the budget materials stating the amount that is budgeted on page 138 is the Town's Recommendation for the FY2021 budget that includes the two additional positions. That is what makes up the 377.35 compared to what this fiscal year budget (FY2020); the Council approved 375 positions for this year. **Council Member Comerford** ask for the total number of current employees for the Town. **Mr. Kalaitzidis** replied stating the FTEs that Council approved… **Council Member Comerford** stated not approved. **Mr. Kalaitzidis** replied stating if he looked at those positions, he would have to take into account those people who are turning over that the Town is hiring. It is not a matter of him providing a number without having to review the Town's payroll numbers to determine the number of employees that checks are provided too. He does not have that exact number to provide at this time. The total would not be 377.35, as this is a full-time equivalency calculation versus the total the Town cut a check too.

Mayor Honea stated that even though the positions exist on record, there is not an employee hired into the position. **Mr. Kalaitzidis** replied stating that is correct. The following positions are an example of that, Assistant Town Manager, Procurement Agent in Finance, Chief Building Inspector for Development Services, and Court Supervisor. Those four positions will remain vacant throughout the fiscal year. Their impact to the budget has been removed, as that is what makes up the $576K in savings. The other part is certain positions in departments whereby the Town is aware of its vacancy (for example, a police officer is retiring. Within MPD, there is a promotional opportunity that

someone is taking of that position. The position that is becoming vacant will remain vacant for the first six (6) months of next fiscal year.), is an example of the hiring delay in this situation.

Vice Mayor Post ask how the Town calculates this saving whether it is for this fiscal year or next fiscal year. **Mr. Kalaitzidis** it will be in next fiscal year since the savings will be applied to next fiscal year budget. **Vice Mayor Post** replied stating those savings will be applied to next fiscal year even though the request was made in this fiscal year, those positions were not filled, and those funds are saved. That the Town is applying the savings to next year budget as the opportunity to fill the positions occurred in this fiscal year budget. Those dollars are saved. He stated this could be confusing to someone reviewing this information. **Council Member Comerford** stated the information provided is confusing to her as she reviews the number of 363 actuals, and budgeted amount for FY2021 of 377. She asked for clarification of the number of employees that Town has employed.

Mr. Kalaitzidis stated he would provide to Council the actual number of Town employees paid. The difference is the Town's payroll system pays individuals. **Council Member Comerford** stated she is trying to understand the total number of FTEs on record—363 or 375. **Mr. Kalaitzidis** stated the Town has 375 FTEs that approved in the Town's budget for FY2020. He would go back, count each FTE, and provide that information to the Council. **Council Member Comerford** stated the budget does not provide an actual number of employees for FY2020, but it does provide for FY2019. She continued to question the math related to the total number of employees for the Town.

Deputy Town Manager Erik Montague explained stating the scheduled that Council is reviewing, the amounts that are identified as adopted and estimated are generally the same number. For each year 2018, adopted an actual which are the 355.75 FTEs are the same both in the adopted and actual. The actual will often or almost always account for any change in position that may occur during the year because of a reclassification or some other shift. The FTE number, the bottom line number will not change. That requires Council approval and is set by the Council. **Council Member Comerford** thanked **Mr. Montague** for his explanation in providing clarity to her question. She asked whether the Town would be racing to fill vacant positions by the end of the current fiscal year. **Mr. Montague** replied stating the Town has begun vacancy management. That **Mr. Mehta** has already alluded to strategies that were utilized in the first rate recession or the most recent recession. He explained the purpose behind vacancy management stating when a position becomes vacant all positions are then thoroughly reviewed and identified as to whether those positions need to be filled as is, held, not filled, or delayed for a period of time or not filled at all. The Town has been actively managing vacancies for several months, and will continue to do that, as it is a key element utilized to determine when to move forward in filling vacant positions in this fiscal year.

Mr. Montague continued stating the two positions requested by the Water Department are in an Enterprise Fund and are tied and supported by rates.

Council Member Officer commented on the vacant positions stating the Town has 375 FTEs, but that the Town is only using 363 FTEs. The fund $576K is the salary amount for all of those positions. **Mr. Kalaitzidis** replied stating the 363 FTEs are not part of the salary savings. The 375 FTE positions is the starting point, as those are the total number of positions the Town is looking at this fiscal year that is producing this salary savings. Out of those 375 positions, the Town had decided to take four (4) FTEs and not hire them. Additionally, there is an additional three (3) FTEs in that $576K that are part of the are part of the total 375 FTEs that the Town will maintain as vacant positions for the first six (6) months of the fiscal year to generate that salary savings through those vacancies. The starting and ending point is still 375 for approved positions; the Town will not hire a few of them and delay a certain number of those.

Vice Mayor Post stated for years the Town has requested positions and had not hired them. He asked what the Town's strategic position behind it. For example, the Assistant Town Manager position that has been open forever. **Mr. Mehta** replied stating the Town had an Assistant Town Manager up until less than a couple of years ago. The work demand was such that the current staff could handle the workload. That was a question that was asked of him last year, and he suggested the Town would move forward with it. **Vice Mayor Post** asked whether it is something that **Mr. Mehta** does to manage the Town positions that are available to the different departments in the event **Mr. Mehta** becomes busy. **Mr. Mehta** stated that does occur sometimes. When **Mr. Montague** mentioned that there is a vacancy, it is not automatically filled. Between Human Resource, Finance and the Manager's Office, they meet to discuss the true need for the replacement. In some cases, the Town does not go forward and that funded FTE, stays vacant. Then, it becomes savings for a few months. In some cases, they may transfer that FTE from being filled for that particular title, and change the job description for a higher level or lower depending on the need for the position.

Mr. Mehta stated the best opportunity to make adjustments within an organization is when that position is vacant. Then the organization can advertise it at the level they need to fill it. **Vice Mayor Post** stated as an example the Assistant Town Manager position asking at what point the Town recognizes that it is not a true savings, because the position has yet to be filled. **Mr. Mehta** stated it is an expense savings, because Council approve at that level, but never used those funds, thereby saving those funds. **Vice Mayor Post** replied stating those funds are saved by not funding a position. He asked when the Town recognize that a position no longer be funded or removed. **Mr. Mehta** stated that is true for some positions as well; however, the four (4) positions that **Mr. Kalaitzidis** mentioned will provide savings to the Town at this time.

Vice Mayor Post stated **Mr. Kalaitzidis** had indicated that there are 22 positions unfilled positions in the Town at this point. **Mr. Mehta** provided a point of clarification stating there were 22 additional new FTE requests from different departments. They reviewed them, but had economic situation not occurred, some of those positions would have gone forward. As an example, last budget year the Town received over 20 requests for new positions from many departments. However, 11 were considered essential and brought forward to this Council for its approval. Every request is not met as those the Town review each of them before bringing the requested position to Council.

Mr. Kalaitzidis continued reviewing the tools and resources by Town employees are all one-time expenses.

Resources & Tools

- Vehicles & Equipment: $1,271,817
    - **Mr. Mehta** discussed how the Town would restrict the purchase of vehicles, and a great deal amount of the $1,271,817 deals with vehicle purchase and vehicle replacements.
    - Twelve years ago during the recession, the Finance Director at that time started a program of setting aside funds for the purchase of new vehicles.
    - Every department that had that vehicle was charged an annual amount over the useful life of that vehicle whether five (5) or seven (7) years.
    - At the time of replacement of the vehicle; that is, the cost benefit no longer remain, the funds were set aside so that the vehicle could be replaced without an unplanned expenditure to the General Fund and to operations.
    - The majority of the $1,271,817 is for those vehicle replacements from funds that have been saved over the last several years. Even though those funds have been saved for the purchase of vehicles, they would only be replaced if it was not cost efficient to continue repairing them.
    - The Town has vehicles with high mileage; however, yet those vehicles continue to operate on the road without having to be immediately replaced.

Council Member Comerford asked how many have put off purchasing a new car for a year or more, because we had an unexpected expense. She referred to the 15 requested new vehicles stating the amount is close to $1M, asking whether the engines in each of the vehicles have begun to seize. She asked what options were presented to Council as she only sees conclusions, but not options presented by the Town. The same is true in other areas of operations of the Town.

Mayor Honea stated the vehicles on the list are vehicles that the Town would purchase for several different departments; those funds are currently in a restricted fund category. No purchases will be made until after the first or second quarter so to provide the Town an opportunity to see how the revenues are coming in. If the revenues are there, then the vehicles will be purchased. If not, then no purchase will be made. It is possible that some

will be purchased, but not all of them. **Council Member Comerford** stated either the Town has the money or it does not. **Mayor Honea** stated the funding is there and is General Fund dollars. The Town has been saving those funds for five (5) years to purchase the new vehicles. **Council Member Comerford** replied stating despite those funds being that account for a purpose, the Town has not provided to Council other options for the use of those funds. That is where her frustrations are with the Town. **Mayor Honea** stated the Council approved the five (5) year plan.

Vice Mayor Post stated he has had a conversation with **Mayor Honea** and he is in agreement with the Town. We cannot just stop buying and ensuring the fleet are traded out as needed. Council did not have an opportunity to review the budget that was requested this year, he asked **Mr. Kalaitzidis** what amount was originally budgeted for vehicles. **Mr. Kalaitzidis** replied stating the Vehicle Replacement Plan that is before the Council is slightly changed, as there are a couple of vehicles that have moved. Those are not being purchased for the police purposes by Special Revenue Funds including RICO for instance for police.

The Police Department realize that there are vehicles that they need, and are willing to use Special Revenue Funds for the purchase of those vehicles. Additional vehicles have been restricted for HURF and has been set aside that will come soon, and a small number of vehicles were delayed completely. The list that is presented to Council recognizes that the vehicles listed and are before Council are reaching its useful life. If those vehicles were to fail during the year, the Town could have an officer filled position, but not having a vehicle for that officer to do their job. In listing the vehicles, the Town recognizes it is assigning budget capacity, the ability to purchase these vehicles, but are restricting the purchase for now, but will purchase those vehicles under the worse circumstances. That is when needed for operations. However, if the economy improves, the Town could move forward and some or more of those vehicles listed.

Vice Mayor Post stated he believes it is important to replace vehicles as the Town can, as it will be even more difficult to catch-up on the purchase next year.

Council Member Kai stated as he is reading vehicles and equipment will be replaced based upon economic conditions. That is the bottom-line as he sees it.

- Technology:
    - Ortho photography for digital mapping: $27,000
        - To update outdated mapping information, used by multiple departments.
    - Cartegraph database analysis: $25,000
        - To repair issues with the Asset Management System, used by multiple departments.
    - Carry over projects: Permitting, Business license, Utility billing systems

        - The majority of the funding this year is for carryover projects started in the current fiscal year, and need to complete next year.
            - Permitting and Business Licensing systems that will improve online functionality for customers and businesses
            - Utility Billing system is archaic and is prone to break down
- Facilities:
- As presented earlier by **Mr. Brann** and **Mr. Mehta,** almost all of the funds for new projects requested for FY2020/2021 was deferred to a future period. The only funds that are maintained in the current budget in this fiscal year is carryover funds that includes the below projects.
    - MMC Campus Waterproofing and Drainage improvements: $126,125
        - As the Town needs to allow for the design of a comprehensive solution to a problem that was discovered as Town employees began to look further into, is bigger than originally thought. There is too much water saturating into the complex in several locations.
    - MOC fiber cabling repair: $22,000
        - There is an issue where MOC is very close to not having any connectivity, and are down to the last strand to maintain connectivity for that complex. This is due to a persistent rodent issue.
    - Concession stand improvements: $10,000
        - These improvements are related to compliance concerns that must be addressed in order to keep the concession stand open at Ora Mae Harn Park.

Vice Mayor Post inquired of the concession stand at Ora Mae Park asking **Park & Recreation Director Mr. Conroy** whether it would allow for cooking usage. **Mr. Conroy** replied stating the improvements are related to proper drainage of that area. The stand needs it, as it is associated with proper draining and cleaning. Pima County Health cited the Town last year, providing the Town one year to make those improvements. **Vice Mayor Post** asked whether the community would be able to use the concession stand once all repairs are made. **Mr. Conroy** stated in the interim, the concession stand could be used as the Health Department to provide a temporary permit.

Mr. Kalaitzidis stated in addition to the projects listed, the Town has carryover from the current fiscal year including the Visitor Center Remodel, as well as the Court Jury Room.

- **General Fund Budget Summary**

Mr. Kalaitzidis having discussed the Town's significant revenues, and how the Town adjusted its revenues to reciprocate, he provided a quick review of the General Fund.

- On the revenue side, the Town anticipates a reduction of 6.2%.
- On the expenditure side, the Town anticipates a reduction of 8.8%

- Budget is a structurally balanced budget. Ongoing expenses are covered by ongoing revenues
- Personnel & Benefit expenses will slightly drop by less than $1M
- Contracted Services and Capital Outlay are dropping significantly partially due to the deferral of projects, and projects completed in the current year (i.e. Remodel of MMC Building B, and HVAC Upgrades in the Chambers). Town staff were able to shift the cost of the Court Jury Room, which was budgeted mostly from the General Fund of the current year. The Technology Fund will contribute $400,000 towards its construction. A large portion of the final cost has shifted to a non-general funding source.
- Operating Supplies and Equipment is an area that the Town is seeing an increase in the General Fund of $400K. The reason for that is the Town has $654,000, or up to $654,000 of anticipated reimbursements as part of the Marana Jobs Creation Incentive Program. Specifically that has to with the PVB Fabrication Headquarters construction as well as construction reimbursement sales tax for that project. Also included is the Dove Mountain Assisted Living Center that is currently under construction.
    - Those projects took advantage of this program, and the Town does anticipate reimbursements occurring next year.
- In the Transfers Out, the Town will have a reduction due to having completed the airport project that was funded to some extent in the current fiscal year with General Fund dollars to cover the Town's portion of that repaving project.
- Fund Balance, the Town expects this year a $2.2M deficit. This is due to the use of one-time funds for one-time projects as well as the continued support of the debt service payments for the new water treatment plant. That would be $790,000 transferred from the General Fund to the Water Fund to cover the debt service payment for the $15M WIFA Loan used to fund the Water Treatment construction.

- **Operating Impacts on Reserves**

Mr. Kalaitzidis stated if the Town spent all of the $2.2M that is budgeted, and it receives all anticipated revenues budgeted, the Town would end FY2021 with an estimated $37.3M. That assumes that the Town will start FY2021, or end this fiscal year with $39.5M. That number is the beginning balance from this FY2020 that was $36.6M. During the May 5, 2020 Council Meeting, Town staff had estimated that its revenue would come in at $2.9M, higher than anticipated. The General Fund revenue would come in at 98% budgeted, while its expenses for the year would be 92% of the budgeted amount for FY2020.

That difference would be an increase of $2.9M, which translate to an increase of its Fund Balance in the General Fund to $39.5M at the end of this current fiscal year.

- **Major Impacts On Reserves**

Mr. Kalaitzidis stated that $39.5M that this year was started with is presented with its different components including the minimum 25% reserve of revenues for the General Fund, as well as Project Carry Over (one-time funding for projects); Transfers to other funds for Debt Service or Operational needs; Restricted funds for Debt Service paid by and supported by the General Fund; new projects in FY2020-2021; and obligations that are due to the General Fund from Wastewater and the Airport.

The Town estimates that it will end FY2021 with approximately $15.8M of unassigned funds. Those funds can be used to support one-time projects and programs.

Council Member Kai inquired about the pre-paid expenses highlighted in the presentation. **Mr. Kalaitzidis** replied stating pre-paid expenses are supplies and inventory purchased in the current year. However, do to the accounting regulations, the Town is not allowed to expense those in the current year, but expense it when used. That would be in the next year.

Vice Mayor Post stated a short while ago the Town and Council entertained a sales tax increase. Council had not chide away from talking about it for the Water Treatment Facility, and the NERDS. The discussion at that time was for a minor increase, but that discussion stopped and had not come back to Council. However, it is affecting our budget this year and next year. There is $6M that will become payable for NERDS in the next two years he asked **Mayor Honea** whether the Town would use the General Fund to fund those projects. **Mayor Honea** replied stating the WIFA loans were paid this year with Reserve Fund dollars at $2.2M was withdrawn to pay the debt service. He understands **Vice Mayor Post** concern; however, the Town is in a tough position. He would not vote in favor of asking Marana residents for a tax increase this year, as that is his philosophy. Next year may prove to be an option if the economy comes back at .1 or .2 to pay for these necessary services. **Vice Mayor Post** replied stating that is a fair statement. At some point the Council will need to determine funding whether a minor sales tax increase for these projects.

Mayor Honea stated he thought that this year Council would have had an opportunity to bring forward something; however, with the world's events, it has hampered those opportunities at this time. **Vice Mayor Post** stated that at some point the funding source has to be determined as the Town has many large-scale projects the needs to be funded.

Council Member Kai commented on the projects that **Vice Mayor Post** referenced such as the drainage program and others that will take a lot of funding to achieve. **Mayor Honea** stated he believes that Council needs to start speaking with people in the community about the current state of the Town. The Town will need more revenues in order to handle the projects that it has. He thought this year would be tough to pose a tax especially during these tough times.

Mr. Kalaitzidis continued stating the numbers presented in Transfers Out and the changing Fund Balance did not include the amounts presented earlier in the CIP presentation for the water project for the Northwest Recharge and Recovery Distribution System. Those amounts were constantly changing as the Town began to assemble the information. The Town started at $3M, and then it decreased to $2M. As Town staff prepared this presentation, the Town had conversations with Oro Valley and Metro, which would have reduced it further. As provided in the presentation, that amount was $700,000. The amounts presented in this presentation, does not include that $700,000 of contribution from the General Fund toward the project for next fiscal year.

Vice Mayor Post asked whether the $700,000 amount that **Mr. Kalaitzidis** referenced is in addition to the amount. **Mr. Kalaitzidis** replied stating correct, as the Transfers would amount to $4.5M, and the changing Fund Balance would be closer to $2.9M of a deficit.

- **Bed Tax Fund Budget Summary**

Mr. Kalaitzidis reviewed other operational funds stating the Town's Bed Tax Fund it is anticipating a similar decrease as the Town expected in the General Fund for revenues in this fund.

  - Sales Tax: Anticipates a decrease based upon decreased occupancy revenues due to the impact of the pandemic.
    - The Town will be able to break-even in this fund. However, made a few cuts, but some of those cuts were made as the Town expected the economy to experience a downturn, as well as expect the developer reimbursements to also decrease. The Town will experience savings in this fund.
  - Expenditures: This year the Town will have an increase to its costs.
    - Contracted Services, every five years the Town's State Land Lease payment increases. Contracted Services is increasing by $71,000 due to that increase. We are going from the current year payment of $575,000 to $633,000, as this is where the Town is seeing this increase.
      - The Town should end this fiscal year with $2M in the bank before the start of FY2020-2021. That amount equates to three (3) years of payments for the State Land Lease payment.
    - Operating Supplies & Equipment:

Council Member Ziegler asked whether the State Land Lease payment is withdrawn from the Bed Tax Fund or the Hotel Tax. **Mayor Honea** stated it is the Bed Tax. **Council Member Ziegler** asked whether there is another fund that those payments are made – Bed Tax. **Mr. Kalaitzidis** confirmed that the payment is made from the Bed Tax. **Council Member Ziegler** stated the if the payment was not made from the Bed Tax, considering the one area of town we live within, Council made it clear that those payments does not

come from the citizens' taxes that we pay. The Town needs to stay on top of State Land so to have an opportunity to renegotiate the lease payments. If the Town did not have the $600,000 to submit to State Land, to have to write that check. She wants to go on the record stating, just because those funds are not on the backs of our taxpayers in the Town of Marana, we need to stay on State Land to look for opportunities to decrease that payment. Those funds could be used in other areas in the Town of Marana.

Council Member Kai asked whether the funds in the Bed Tax Fund comes from Ritz Carlton or all hotels around the town. **Mr. Kalaitzidis** replied stating all properties contribute to the Bed Tax Fund.

Mayor Honea stated the Bed Tax Fund is limited. It cannot be placed in the General Fund as the State has placed restrictions on the use of those funds. It has to be spent on economic development, tourism, or something that is geared to economic development and tourism expense. He stated the Bed Tax Fund allows the Town to use those funds to pay the State Land Lease. Funds from the Bed Tax cannot be transferred to the General Fund. **Council Member Ziegler** stated she understands the parameters of the use of those funds; however, feel as though they can be put to better use in the town, if the Town did not have the lease agreement. She does not want to give up on State Land at this time.

Vice Mayor Post commented stating if the Town changed its focus on that State Land that instead of trying to do an in-run to work around the state to save some money. Rather, create some type of park so to attract more people and visitors to the Ritz Carlton so that more money can be made in the Bed Tax Fund. He asked whether the Town and Council are looking at this issue in the wrong way. This is something that the Town can consider at some point.

- **Highway User Revenue Fund**

Mr. Kalaitzidis continued stating this fund is used primarily for the maintenance of the Town streets. As provided by **Mr. Mehta** this program has not changed at all. With the revenues that are anticipated, even with a 10% increase next year, the Town will continue with its normal programming for Pavement Preservation. Unfortunately, the Town will not have received final revenue numbers until it has received final census numbers released as we still expect updated estimates from the State and the League of Cities and Towns.

In this fund, the Town's expenditures decrease by over $1M. In last fiscal year, that is approximately the amount the Town carried forward of unspent Pavement Preservation funds expanding the money that the Town paid in the current fiscal year from the normal $1.250M to $2.250M. Public Works has indicated that the Town will be finishing that Pavement Preservation, and will spend the full budget capacity originally provided this year. That project is catching up and will be completed by the end of this fiscal year.

Vice Mayor Post asked for clarification of the HURF funding as provided by **Mr. Kalaitzidis** stating the Town had $1M leftover from the 2020 budget asking whether this is what **Mr. Kalaitzidis** stated. **Mr. Kalaitzidis** replied stating 2019. **Vice Mayor Post** continued stating the Town has spent or will spend it. He feels not spending money, is saving money. It is saved in the short-term, but not long-term. He wants to ensure that the Town is spending those funds on Pavement Preservation. **Mr. Kalaitzidis** stated the Town is spending those funds on Pavement Preservation, that the project will likely be completed next month. **Vice Mayor Post** stated pavement preservation is an area that is difficult to play catch-up on.

Mr. Kalaitzidis stated capital outlay decrease to zero as Council reviews the details provided on page 28 of the budget book. The reason for that is all vehicle purchases have been suspended and placed into a restricted amount, and that amount appears in the Operating Supplies and Equipment fund. That is the reason why there is an increase for $465K in that line account. He explained the Town is taking the full $465K of vehicle replacement request that departments have placed in its budget, and are restricting it. If the state provides the Town with a one-time distribution as they have in the past, those funds will only be spent if the economy rebounds and comes in better than expected.

Additionally, part of what makes up the change in Fund Balance of $587K deficit is that $465K in vehicles. The Town included this year $200K in the event the Town experience monsoon related damages. Marana had previously experience damages from the monsoon season; however, did not identify budget capacity. The Town ended up using budget funds that were originally set for program expenses to repair damages. For this FY2020 and will continue in the next fiscal year, set aside $200K out of Fund Balance savings in the event there is an emergency or damage during the monsoon season. That way, the Town does not have to take away from other programs.

Council Member Kai ask how the $200K amount was determined for potential damages. He asked whether that amount was previously been spent for damages. **Mr. Kalaitzidis** replied stating the $200K is an estimate of repairs that the town previously experienced.

Vice Mayor Post asked whether the Town had spent the $200K in the current fiscal year. **Mr. Kalaitzidis** stated the Town had not as it was spared of monsoon damage this fiscal year. Those funds were restricted in the current year and remains restricted.

Mr. Kalaitzidis continued stating this fund is projected to end this FY2020 at $1.6M of Fund Balance.

- Revenues:
  - Intergovernmental Revenues (decrease 10.0% or $364K): Based on Census and Town preliminary estimate. May change once final Census estimates are released.

- Expenditures:
  - Contracted Services (decrease of 27.0% or $1.1M): Current year included carry forward funding for the Town's Pavement Preservation Program.
  - Operating Supplies & Equip (increase 98.9% or $465K): Includes restricted amount for several vehicles to be replaced if funding is available.

- **Water Operating Fund Budget Summary**

  - Revenue:
    - Charges for Services (increase 23.6% or $351K): Rate revenues are solely based on the existing rate structure plus new account growth. The Town raised rates in January 2020 based on a study approved by Council.
  - Expenditures:
    - Contracted Services (increase 36.0% or $198K): Includes restricted amounts for increased maintenance needs on the sanitary sewer collection system.
    - Operating Supplies & Equip (decrease 16.1% or $58K): Includes reduced electricity costs.

Mr. Kalaitzidis stated the Town is experiencing a slight decrease in its revenues. Revenues in this fund are collected based on the existing rate structure, plus new town growth. The reduction that the town is seeing and charges for services is due to a combination of lower than anticipated account growth and rates revenue in the current fiscal year. However, in 2020, as well as a slight over estimation of the FY2020 revenues. The Town thought it would do much better than we are even though there was an increase to the rate structure, as that explains the decrease in services.

On the expenditure side, there is a slight increase because the recommended budget includes almost $200K as the cost for the new positions, as well as supplies to equip those positions. Additionally, there are restricted funds of $200K-$250K for different purposes; however, the main purpose is $213K in the event there are operational emergencies. There is also $25K restricted for a potential grant that the Town plan to apply for that will assist with water conservation efforts.

Vice Mayor Post ask how the Town documents the transfers on the books relative to the Town Reserve Fund. He asked whether those funds are owed to the General Fund. **Mr. Kalaitzidis** replied stating it is not an obligation to the Water Fund. **Vice Mayor Post** asked whether those funds are gifted to the Water Department. **Mr. Kalaitzidis** stated that at this point those funds are gifted as it is set up. The Town is not setting a payable from the Water Fund to the General Fund. **Vice Mayor Post** asked if those funds are

gifted (relating to the NERDS Project) that if the payment is made from the General Fund, not loaning those funds to the Water Fund, then is it not eligible for impact fees in the event Cascada moves forward. **Mr. Kalaitzidis** deferred to the **Water Department Director Scott Schladweiler** stating some of that Water Treatment Plant costs would not be eligible. **Vice Mayor Post** stated does that not include the NERDS. **Mr. Kalaitzidis** replied stating the NERDS is different. **Vice Mayor Post** stated if it goes up and the Town is making that payment, the Town is bestowing those dollars upon the Water Fund; then it is not eligible for impact fees.

Mr. Mehta responded on behalf of **Mr. Schladweiler** stating the Northwest Recovery Recharge Project the Town is beginning to identify General Funds for that project through the Town Reserve Fund. Ultimately, it will be part of the impact fee calculations. When the Town does that, is when the fund will recovery that amount. The initial gift is a loan. **Vice Mayor Post** stated if it is a loan, it becomes subject to repayment by impact fees. **Mr. Mehta** stated correct. **Vice Mayor Post** stated if it is not a loan, which he was asking; it is just a gift, it is not eligible for impact fees. **Mr. Mehta** stated correct. At the point in time when the Town fixes the new the Infrastructure Investment Program (IIP), the first thing that will be done is to identify a Development Impact Fee Program, the Town will have to identify the cost including all of the cost from the General Fund towards this project, and then recover those fees.

Vice Mayor Post stated he want to understand specifically with this project that those funds are eligible through impact fees. In the end, that is a small amount for the number of homes built in that area. **Mr. Mehta** replied stating new development would take care of itself through the impact fees.

Mr. Kalaitzidis apologized for his misunderstanding of **Vice Mayor Post** questions, as he was under the impression that the discussion was related to the debt service coverage from the General Fund.

The amount of transfers that are in and presented here, similar to the General Fund does not include money coming from the General Fund for the Northwest Recharge Project. That amount would increase by $700K in the next presentation, as the Town moves forward with including that project. It would increase in the Capital Fund and not the Operating Fund.

For this program, the transfers have to do with money coming in other funds to pay for debt service of water assets. The big one coming in is the repayment of the $50M, which is a transfer in of $790K from the General Fund. The amount shown as a deficit is a change in Fund Balance of $591K, which is consistent with the rate study that shows Marana goal was to achieve a positive number over the course of five (5) years. In reviewing, the rate study and the included schedule show an estimated deficit balance for FY 2021, the rate study assumed a deficit balance of $502K. Town staff is presenting $591K, as there is

$200K in restricted amounts in the event of an emergency. The study did not include such emergency funding when developed, which is why the difference is shown.

Vice Mayor Post asked whether the rate study include the payment for the Water Treatment Facility, as he does not believe that it was. **Mr. Kalaitzidis** replied stating it did not. **Vice Mayor Post** expressed concern that the rate study would be nullified because of not including the payment for the Water Treatment Facility. **Mr. Kalaitzidis** stated if **Vice Mayor Post** is referring to the debt service payment, it was not included as part of the rate study. Increase of rates would have been too great to be included, as that is one of the reasons the Town excluded it. It is planned for the near future to be covered for funding outside of rates. **Vice Mayor Post** asked whether the transfers in include the payment for that facility. **Mr. Kalaitzidis** stated yes. **Vice Mayor Post** stated this Water Operating Fund would not be as bad with that removed from this budget. He asked what the payment budget is for the item. **Mr. Kalaitzidis** stated $900K. **Vice Mayor Post** stated that next year the Town would be short roughly by $400K. **Mr. Kalaitzidis** stated that is correct.

Vice Mayor Post continued stating the Town could transfer in $700K. **Mr. Kalaitzidis** stated the payment would still need to be made so the in-flow would be less by (for example, $800K) so that $600K would increase by $800K thereby increasing the fund in the negative. **Mr. Kalaitzidis** stated without that obligation, the fund would look much better.

- **Water Reclamation Operating Fund Budget Summary**
  - Revenue:
    - Charges for Services (increase 23.6% or $351K): Rate revenues are solely based on the existing rate structure plus new account growth. The Town raised rates in January 2020 based on a study approved by Council.
  - Expenditures:
    - Contracted Services (increase 36.0% or $198K): Includes restricted amounts for increased maintenance needs on the sanitary sewer collection system.
    - Operating Supplies & Equip (decrease 16.1% or $58K): Includes reduced electricity costs

Mr. Kalaitzidis continued stating with the water rate increase that Council approved months ago, as well as new account growth, Marana is expecting to see a sizable increase in revenues in the next fiscal year of 23% or $351K. Although that is happening in this uncertain economic environment, the Town is taking some amounts that were requested by the department for increased maintenance on the sanitary sewer collection system, and are restricting some of those funds. The Town will wait to see whether some of those

revenues come in as anticipated before those funds are released to the department so that they can move forward with some of the maintenance work.

As provided in previous reports, the Town had anticipated seeing some savings on the electricity cost at the new treatment plant after one year. Now, one year later, the Town has taken advantage of that and reduce the budgeted electricity cost at the new plant for $70K from last year.

Overall, this fund is in better shape that once thought it would be at year-end. The Town is adding $180K to its balance at the end of the year. According to the rate study, the Town included a goal in this fund to have a minimum 60-day reserve for operation and maintenance. In the current fiscal year, the Town anticipated having approximately $63K of a deficit. Instead will end the year with a positive balance of $188K putting the Town closer to its goal faster than anticipated.

The transfer-in of $809K is for debt service payments that are paid from this fund for the Water Treatment Facility.

- **Airport Operating Fund Budget Summary**
  - Revenue:
    - Charges for Services (increase 6.2% or $21K): Based anticipated revenue growth
  - Expenditures:
    - Contracted Services (decrease 16.5% or $41K): Decrease associated with one-time projects completed in the current fiscal year
    - Capital Outlay (decrease 30K): One-time purchase completed in current fiscal year
    - Transfers In (decrease 28% or $58K): Represents what may likely be an ongoing, operating subsidy from the General Fund

Mr. Kalaitzidis explained the revenue section of the budget stating there is a slight reduction of 4.2% or $17K. However, in reviewing the comments noted on the slide, it indicates that our charges will increase by $21K. That is because in the current FY2020, the Town had budgeted $45K one-time revenue, not an ongoing revenue related to the pavement project that was recently completed. When the Town removed that $45K and looked at charges and services, the Town still saw an increase. Much of the increase deals with parking revenues that were anticipated to collect from the commercial jets parked at the airport.

In speaking with **Airport Director Steve Miller,** he indicated that by the holiday season the Town would see them vacated from the town's property. Expenditures have decreased slightly, mostly due to the Town having one-time expenses in FY2020 that were

either completed as projects (purchases were made and maintenance completed), or was deferred to a future period and not included in FY2021.

The transfers-in have decreased, as this occurs as the airport continues to improve its ability to generate sufficient revenues. The Town is able to reduce the level of support that is generated from the General Fund.

Mr. Kalaitzidis commented on the key dates that the Town plans to bring forward its budget for Council consideration of adopting the Tentative Budget on June 16, 2020 and its Final Budget for Council consideration of adopting on July 21, 2020.

Council Member Comerford asked whether the Tentative Budget would look any different from the Manager's Recommended Budget presented. **Mr. Kalaitzidis** stated the Tentative Budget would include all funds, a complete budget with all debt service, the Community Facility Districts (CFD's), Special Revenue Funds that will show what the Town expects to receive in grants as well as a right-side contingency amount to anticipate the next fiscal year. **Council Member Comerford** stated the Town has not covered all of those accounts. She asked when Council would be provided with a review of the other fund accounts.

Mr. Kalaitzidis stated historically the review of those funds occur on the day it is scheduled for adoption. **Council Member Comerford** asked what happens when the Council elects not to approve the budget that day. **Mr. Kalaitzidis** stated the budget would be scheduled to a future day and continued. **Council Member Comerford** commented on the day to adopt the Final Budget stating it is already late as the Town is in the next fiscal year. She stated part of her concern is that the Council receives the budget book after staff has been working on it for approximately six (6) months. That Council only have five days over a holiday to review the information.

She expressed concern over the differing formats of the budget materials provided by the Town. She wants to understand the material. She has always understood **Deputy Town Manager Erik Montague** she does not understand the materials presented by **Mr. Kalaitzidis.** She does not want to offend anyone; however, stated that is why she requested budget materials weeks ahead of the meeting. Five days is not sufficient time to review 140 pages of achievements and anticipated projects as she has been here for it.

She wants to receive the information in a manner that she can fully understand the material presented. She ask how soon can the Town provide the Tentative Budget to the Council for its review. **Mr. Kalaitzidis** stated the Town is working to get it to Council by June 16. **Council Member Comerford** replied stating that is the earliest that Council would have an opportunity to review the budget. **Mr. Kalaitzidis** stated the presentation would be on June 16. The Town would make every effort possible to complete the compilation of the document and present it earlier to Council. **Council Member**

Comerford continued asking whether the timeframe would be more than five days for Council's review. **Mr. Kalaitzidis** stated he could not provide that information at this time. **Council Member Comerford** stated she would vote no on the budget, as she needs additional time for review. She stated the Town is not making this process any easier for the Council. The Town is late in dealing with the budget, and much that have been decided, but the Council had no participation. She will never provide the Town with a rubberstamp of approval from her. If she had faith and trust in what the Town was doing, it would not be an issue.

Council Member Comerford she needs to be able to read and understand each line, as she does not trust the information. She wants to ensure at all employees are taken care of, as well as the 50K people that the Council represents are being served properly. The budget approval is one of the biggest priorities of the Council. That does not mean a rubberstamp, rather to include the Council in the process. She does not understand the difficulties of the staff not being able to provide the Council with the budget materials at least 14 days in advance of the meeting.

Vice Mayor Post asked **Mr. Mehta** whether it is possible for Council to receive the budget materials to Council two weeks before the scheduled meeting. **Mr. Mehta** replied stating if the Town kept budget adoption on the date that has been suggested by the Town, and then the Town could provide the Council with the Tentative Budget on or after June 10. It is not two weeks, but one week. If the intent of the Council is to receive the Tentative Budget a full two weeks in advance of the meeting, then the Town would need to change the date of the meeting from June 16 to the following Tuesday, June 23. That would be another option.

Mr. Mehta stated the Tentative Budget sets the ultimate high ceiling for the funds. If Council feels that there are additional need for changes during the two weeks of review, the budget amount can only decrease, not increase that could occur in July 2020.

Mayor Honea state with the Tentative Budget it only locks in the ceiling of the dollar amount that the Town can spend. **Council Member Comerford** stated when would Council have an opportunity to do that or have discussions related to the budget. **Mayor Honea** asked what specifically did she wish to discuss. **Council Member Comerford** stated special events and other issues. **Mayor Honea** stated he agrees with **Council Member Comerford** that he has had conversations with **Mr. Mehta** stating the budget information should have been provided to Council earlier. That is more of a policy than a management decision.

However, the Town explained to Council during this meeting, and that no Council Member had disagreed. July 4 will be fireworks; the Harvest Festival will not take place this year, and the Holiday Christmas Tree Lighting—the town could end up doing the entire event. **Council Member Comerford** thanked **Mayor Honea** for the updates on the

Town's special event stating that is just the way it is going to be, as Council will not have any say in the matter. That is the decision. That, Town staff explained its decision to Council, and Council accepts staff's decision. **Mayor Honea** replied stating he contacted **Council Member Comerford** several times to discuss the budget as well as explaining what the Town was looking at. **Council Member Comerford** stated **Mayor Honea** did not have to contact her. **Mayor Honea** stated he provided the information. However, Council did not have the opportunity during this budget to provide its comments. It is a learning experience for the staff. If it should happen again, and he hopes that it does not… **Council Member Comerford** replied stating it will not happen again **Mayor**—it had better not happen.

Mayor Honea stated the Town is at a point where the budget will be presented on June 16; that is three weeks from this day. He asked Council if they prefer to have the budget meeting pushed back to June 23 so to allow Town staff to provide Council with the budget information at least two weeks prior to the meeting. Alternatively, would Council prefer June 16 as planned. **Council Member Comerford** stated it does not matter to her at this point.

Council Member Ziegler suggested moving the date to June 23. **Council Member Comerford** stated she is one person that if Council go alone with the date, then she would as well.

Mayor Honea stated the Tentative Budget would move to June 23, and the Town will try to get information out to the Council two weeks before the meeting. The July meeting date would remain the same. **Vice Mayor Post** stated the July meeting date has to remain the same.

Mr. Montague replied stating as a matter of state law the Town's final budget needs to be adopted by the end of July. **Vice Mayor Post** stated the July date is the unmovable date. **Mr. Montague** stated the budget has to be adopted by the end of July. **Mayor Honea** restated the dates of the meetings on the Tentative Budget of June 23, and the Final Budget will be discussed on July 21.

Mayor Honea stated Council is trying to work with the budget presented by Town staff and we are uncertain of the amount of dollars the Town will have. When you are unsure of the amount, it is very hard to be definitive on what you are doing. His personal opinion that he partially agrees with **Vice Mayor Post** and **Council Member Comerford**; the Town's greatest assets are its employees. That does not include its parks, cars or anything else. It is his hope that the budget protects the people who prepares the budget for the Council and the Town. It is also his hope that the Town does not have to furlough its employees. He is not saying that he would not support it if it came forward, but hope that the Town does not have to make that decision.

If vehicle purchases were delayed in all departments, in an effort to save Town employees and to keep from hurting employees and their families, he would hope that would be done.

Council Member Officer stated he really appreciates staff's effort on the budget materials as it took him the entire five (5) days to review and understand the entire book. He made an effort to contact **Mr. Mehta** on items he did not understand. Everyone in the Chambers prepare the materials for the Council. He would like Town staff to understand that Council are the ones that the public calls; they do not contact Town staff. That is the reason why Council has made the request to receive the information in advance. Five days to review the information was tough for him. He asked staff to be proactive in getting the information to Council soon rather than later. This is a tough time for everyone and with everything that is occurring around us, as well as, budget season.

He encouraged staff to submit the materials to Council so that Council has adequate time to review, so that it makes it better for them when they agree with staff's proposal of the budget. Council needs the Town's help with this as the Town has done a great job in putting together the budget.

Council Member Ziegler stated with nearly all department heads in attendance she thanked everyone. She continued stating she has never been through a pandemic, and thinks someone on television stated, "We're just winging it." She believes that is what the Town had done, although she does not want to sound cavalier about the pandemic or the staff's efforts. It has been extraordinary process, and thanked all Town employees for innovative vision throughout this ordeal. In a short amount of time, Town staff continued to serve the people of Marana with extra effort.

EXECUTIVE SESSIONS

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Kai second the motion to adjourn the meeting. Motion passes, 6-0. Meeting adjourned at 9:29 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 26, 2020. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

Council-Special Meeting **L1**

Meeting Date: 06/23/2020

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: June 23, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a series #004 Wholesaler liquor license submitted by Jessica Gutierrez Contreras on behalf Fuego Fino as a wholesaler located at National Self Storage - Dove Mountain, 12071 N. Thornydale Road #120 Marana, Arizona 85658 (Cherry L. Lawson)

Discussion:

This application is for a series #004 Wholesaler liquor license located in a storage unit at National Self Storage - Dove Mountain, 12071 N. Thornydale Road #120 Marana, Arizona 85658.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one-mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check.

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing of the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and including a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the liquor board or a resident within a one-mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one-mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

Staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of an application for a series #004 Wholesaler liquor license submitted by Jessica Gutierrez Contreras on behalf Fuego Fino as a wholesaler located at National Self Storage - Dove Mountain, 12071 N. Thornydale Road #120 Marana, Arizona 85658.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of an application for a series #004 Wholesaler liquor license submitted by Jessica Gutierrez Contreras on behalf Fuego Fino as a wholesaler located at National Self Storage - Dove Mountain, 12071 N. Thornydale Road #120 Marana, Arizona 85658.

Attachments

Application
Affidavit of Posting
Local Governing Body Recommendation

State of Arizona
Department of Liquor Licenses and Control

Created 04/21/2020 @ 04:22:49 PM

Local Governing Body Report

LICENSE

Number:
Type: 004 WHOLESALER
Name: FUEGO FINO
State: Pending
Issue Date:
Expiration Date:
Original Issue Date:
Location: 12071 N THORNYDALE ROAD
#0120
MARANA, AZ 85658
USA
Mailing Address: [redacted]
Phone:
Alt. Phone:
Email:

AGENT

Name: JESSICA GUTIERREZ CONTRERAS
Gender: Female
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

OWNER

Name: FUEGO FINO INC
Contact Name: JESSICA GUTIERREZ CONTRERAS
Type: CORPORATION
AZ CC File Number: 1978648
State of Incorporation: AZ
Incorporation Date: 04/29/2019
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
JESSICA GUTIERREZ CONTRERAS	CEO	100.00

FUEGO FINO INC - CEO

Name: JESSICA GUTIERREZ CONTRERAS
Gender: Female
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 108826
Application Type: New Application
Created Date: 04/21/2020

Abby

QUESTIONS & ANSWERS

004 Wholesaler

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tennant
   Sub-tenant
   Property Owner
   Property Purchaser
   Property Management Company
   TENANT
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $0.00
6) Is there a drive through window on the premises?
   No
7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   NONE
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

Basement
'20 APR 21 Liq. Lic. AM 4:27
North
Tailspin Place
Manzanita Ave.
Kekin Street
Heritage Place
Moonvista Road
Date Street
Date Street
North
Liquor Storage 400 sq ft
Enter | Exit
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Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: May 28, 2020 Date of Posting Removal: 5/28/2020

Applicant's Name: Contreras (Last) Jessica (First) Gutierrez (Middle)

Business Address: 12071 N. Thornydale Road #0120 (Street) Marana (City) 85658 (Zip)

License #: 108826

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

JR Burns	Housing Rehabilitation Specialist	520-382-1927
Print Name of City/County Official	Title	Phone Number

Ethel E Burns Jr. — Signature

6/12/2020 — Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: Town of Marana (Circle one) Liquor License Application #: 108826 (Arizona application #)

2. County of: Pima County City/Town/County #: LL2020-16

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The Marana Mayor and Council (Governing body) at a Special (Regular or special) meeting held on the 23rd (Day) of June (Month), 2020 (Year) considered the application of Jessica Gutierrez Contreras (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 108826 (Arizona liquor license application #),

for the license series #: type Series #04 Warehouse (i.e.: series #10: beer & wine store) as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____ (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____. (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

Individuals requiring ADA accommodations please call (602)542-9027

Series 4 Wholesaler

This non-transferable liquor license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers.

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation

does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its

gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Special Meeting **A1**

Meeting Date: 06/23/2020

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 23, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-069: A resolution of the Mayor and Common Council of the Town of Marana, Arizona, determining that Vanderbilt Farms Community Facilities District has been inactive for at least five years and has no future purpose and assuming, to the extent not otherwise prohibited by applicable law, all of the obligations of Vanderbilt Farms Community Facilities District, all pursuant to section 48-701 et seq, Arizona Revised Statutes (Frank Cassidy)

Discussion:

At the Council's June 2 meeting, a proposed Amended and Restated Vanderbilt Farms Development Agreement was continued at Vice Mayor Post's request to allow Town staff to figure out how to assure the Council that homeowners in the Farm Field Five subdivision would never be obligated to pay a property tax to Vanderbilt Farms Community Facilities District to fund CFD general obligation bonds. Farm Field Five is within the geographic boundaries of the Vanderbilt Farms CFD. General obligation bonds of a CFD are funded with a property tax on all property located within the CFD.

The only way to ensure that Farm Field Five will never pay a CFD property tax to fund Vanderbilt Farms CFD general obligation bonds is to dissolve the CFD.

The master developers of Vanderbilt Farms, through their attorney Lynn Ziolko, have consented to the dissolution of Vanderbilt Farms CFD. A resolution is on tonight's agenda of the Board of Directors of the Vanderbilt Farms CFD to dissolve the Vanderbilt Farms CFD.

If the Vanderbilt Farms CFD Board of Directors adopted the resolution dissolving the CFD, the companion resolution by the Marana Town Council presented by this agenda item will need to be adopted to satisfy Arizona law. This Council resolution will accomplish the Town's assumption of all of the CFD's assets and obligations, and will

adopt Town Council findings that the district has been inactive for at least five consecutive years and has no future purpose. Arizona law does not define what is meant by "inactive," but Town staff and outside bond counsel believe that the absence of CFD infrastructure financing by the Vanderbilt Farms CFD satisfies the "inactive" requirement. The CFD's purpose was to issue bonds to fund or to reimburse the cost of funding public infrastructure construction. A Vanderbilt Farms CFD bond sale cannot occur without taxing all property in the CFD, including Farm Field Five. As the Town Council has indicated that Farm Field Five will not be taxed to pay CFD general obligation bonds, the "no future purpose" element clearly appears to be met.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	N
Amount:	$7,500

The proposed resolution also terminates a 2018 Farm Field Five sewer repair IGA between Vanderbilt Farms CFD and the Town, which facilitated the transfer to the Town of Vanderbilt Farms CFD operation and maintenance (O&M) funding, which has been collected as a $0.30 per $100 of assessed valuation property tax on all property within the CFD since its creation. The total cost of the Farm Field Five sewer repair work was $267,753.80. In FY2019, $28,900 was transferred to the Town from the Vanderbilt Farms CFD O&M fund pursuant to the IGA. In FY2020, the remaining Vanderbilt Farms CFD O&M funding of approximately $30,000 will be transferred to the Town. Once the Vanderbilt Farms CFD is dissolved, the CFD O&M tax will be eliminated. Town staff estimates that the Vanderbilt Farms CFD O&M fund would have generated about $7,500 per year, $5,000 of which could have been transferred to the Town for the repayment of the sewer repair work. With termination of the IGA, the cost of the Farm Field Five sewer repairs will no longer be subject to CFD reimbursement.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-069, determining that Vanderbilt Farms Community Facilities District has been inactive for at least five years and has no future purpose and assuming all of the obligations of Vanderbilt Farms Community Facilities District.

Suggested Motion:

I move to adopt Resolution No. 2020-069, determining that Vanderbilt Farms Community Facilities District has been inactive for at least five years and has no future purpose and assuming all of the obligations of Vanderbilt Farms Community Facilities District.

Attachments

Resolution No. 2020-069

RESOLUTION NO. 2020-069

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF MARANA, ARIZONA, DETERMINING THAT VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT HAS BEEN INACTIVE FOR AT LEAST FIVE YEARS AND HAS NO FUTURE PURPOSE AND ASSUMING, TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, ALL OF THE OBLIGATIONS OF VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT, ALL PURSUANT TO SECTION 48-701 ET SEQ, ARIZONA REVISED STATUTES

WHEREAS, pursuant to Section 48-701 *et seq.* , Arizona Revised Statutes (the "Act"), the Town of Marana, Arizona (the "Town"), is authorized to form a community facilities district as described in the Act; and

WHEREAS, on April 18, 2005, owners of real property, all of which real property lies wholly within the corporate boundaries of the Town, presented to the Mayor and Common Council of the Town (the "Council"), a petition seeking adoption of a resolution declaring the intent of the Council to form a community facilities district; and

WHEREAS, the Council found that the said petition had been properly executed by the owners of 100 percent of the property proposed to be included within such district and that the public convenience and necessity required the adoption of a resolution to form such district on April 19, 2005, such resolution (1) resolving, among other things, that the area to be included within such district was described on an exhibit to such resolution and (2) ordering, among other things, that such district, to be known as Vanderbilt Farms Community Facilities District (the "District") , be formed and that the property to be included within the District was described by such legal description; and

WHEREAS, the Act provides (1) that the District may be dissolved by a resolution of the Board of Directors of the District (the "Board") if all of the property of the District (of which the Board has, by a Resolution adopted on the date this Resolution was adopted, found there is none) has been conveyed to the Town and the Council has assumed all of the obligations of the District (of which the Board has, by a Resolution adopted on the date this Resolution was adopted, found there are none that survive the effective date of this Resolution and the resolution of the Board of Directors of the Vanderbilt Farms Community Facilities District of even date herewith) and (2) that the Board shall dissolve the District if the Council consents to comply with such conditions and determines the District has been inactive for at least five consecutive years and has no future purpose; and

WHEREAS, by its adoption of Resolution No. 2018-071 on August 7, 2018, this Board approved and authorized the Chair to sign an intergovernmental agreement between the

Town of Marana and the District regarding ownership and maintenance of Farm Field Five public sewers (the "FF5 Sewer IGA"); and

WHEREAS, the Council hereby determines that the District has been inactive for at least five consecutive years and has no future purpose;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the Town of Marana, Arizona, that:

Section 1. The FF5 Sewer IGA is hereby terminated, effective upon the transfer from the District to the Town of the balance of District operations and maintenance taxes.

Section 2. Property of the District, if any, conveyed by the District to the Town is hereby accepted. The Town Manager of the Town is authorized to take all steps necessary to accommodate conveyance of such property.

Section 3. To the extent not otherwise prohibited by applicable law from doing so, all of the obligations of the District are assumed by the Town upon the date of adoption of this Resolution.

Section 4. The Town Manager and staff are authorized and directed to take all steps necessary or prudent to carry out the dissolution of the District consistent with this resolution and the resolution of the Board of Directors of the Vanderbilt Farms Community Facilities District of even date herewith.

Section 5. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution. All resolutions or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Marana, Arizona, this 23rd day of June, 2020.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

.....
MAYOR ED HONEA

ATTEST:

APPROVED AS TO FORM:

.....
CHERRY L. LAWSON, TOWN CLERK

.....
FRANK CASSIDY, TOWN ATTORNEY

Council-Special Meeting **A2**

Meeting Date: 06/23/2020

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 23, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-058: Relating to Development; approving and authorizing the Mayor to sign the Amended and Restated Vanderbilt Farms Development Agreement (Frank Cassidy)

Discussion:

This item was originally submitted for consideration at the Council's June 2 meeting, but was continued to allow time to address a Council concern that Farm Field Five residents not be burdened with Vanderbilt Farms CFD debt. That issue has now been resolved by the proposed dissolution of the Vanderbilt Farms CFD, which is accomplished by items on tonight's agendas of the Marana Town Council and the Vanderbilt Farms Community Facilities District Board of Directors.

The only substantive change to the Amended and Restated Vanderbilt Farms Development Agreement from the version presented to the Council on June 2 is the revision of language associated with the CFD and the deletion of one of the signers on behalf of the Owners. A redline comparison of the two development agreement drafts is included with the backup material, so that revisions can be easily spotted.

Additional information about the proposed development agreement was provided in the backup materials for the June 2 Council meeting.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2020-058, approving and authorizing the Mayor to sign the Amended and Restated Vanderbilt Farms Development Agreement.

Suggested Motion:

I move to adopt Resolution No. 2020-058, approving and authorizing the Mayor to sign the Amended and Restated Vanderbilt Farms Development Agreement.

Attachments

Resolution No. 2020-058
Vanderbilt Farms DA with Exhibits
Redline Comparison

MARANA RESOLUTION NO. 2020-058

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

WHEREAS the Town of Marana adopted Marana Resolution No. 2003-61 on June 3, 2003, approving and entering into a development agreement for the Vanderbilt Farms project; and

WHEREAS, at the request of the current owners of Vanderbilt Farms, Town staff and the owners of Vanderbilt Farms have negotiated and prepared the Amended and Restated Vanderbilt Farms Development Agreement, to identify, describe, and incorporate all relevant development matters pertaining to Vanderbilt Farms; and

WHEREAS the Marana Town Council finds that the Amended and Restated Vanderbilt Farms Development Agreement is in the best interest of the Town and its citizens and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, approving and authorizing the Mayor to sign the Amended and Restated Vanderbilt Farms Development Agreement in the form provided in the agenda materials associated with this Council agenda item, and authorizing Town staff to carry out its terms.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 23rd day of June, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

Town of Marana, Arizona

THIS AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation; FCD MARANA VENTURE I, L.L.C. ("FCD"), an Arizona limited liability company; and PEI CAPITAL VENTURE I, L.L.C. ("PEI"), an Arizona limited liability company. FCD and PEI are collectively referred to as the "Owners." The Town, FCD, and PEI are sometimes collectively referred to as the "Parties," any of which is sometimes individually referred to as a "Party."

RECITALS

A. The Vanderbilt Blocks 1 thru 13 Final Block Plat (the "Original Vanderbilt Farms Block Plat") was recorded in the Pima County Recorder's office on July 13, 2005, in Book 60 of Maps and Plats, Page 7 (Sequence 20051340763). The 13 blocks depicted on the Original Vanderbilt Farms Block Plat are collectively referred to as the "Subject Property." The land area covered by the Original Vanderbilt Farms Block Plat is referred to as "Vanderbilt Farms."

B. FCD owns Blocks 1, 11, 12, and 13 as depicted on the Original Vanderbilt Farms Block Plat.

C. PEI owns Blocks 2 through 10 as depicted on the Original Vanderbilt Farms Block Plat.

D. Together, FCD and PEI own all of the Subject Property.

E. For administrative convenience and to take advantage of cost savings associated with using third party trust forms of subdivision assurances, all or part of the Subject Property may be held in one or more third party trusts in which FCD and/or PEI are the sole beneficiaries.

F. The Town and FCD entered into a development agreement for the Subject Property (the "Original Agreement"), which was approved on June 3, 2003 by Marana Resolution No. 2003-61 and recorded in the Pima County Recorder's office on June 13, 2003 at Docket 12071, Page 4475 (Sequence 20031141033).

G. In addition to the Subject Property, the Original Agreement purported to cover the land area known as "Farm Field Five," according to the subdivision plat recorded in the Pima County Recorder's office on March 17, 2003, in Book 57 of Maps and Plats, Page 2 (Sequence 20030510193), in which PEI is shown as the owner and subdivider. Farm Field Five is now developed with homes according to the amended subdivision plat recorded

in the Pima County Recorder's office on October 19, 2005, in Book 60 of Maps and Plats, Page 39 (Sequence 20052030156).

H. On February 6, 1990, the Town Council created the Rancho Marana Specific Plan by its adoption of Marana Ordinance No. 90.04, which established the zoning regulations for an area that includes the Subject Property.

I. The Rancho Marana Specific Plan was amended by Marana Ordinance No. 99.13, adopted on May 18, 1999, and recorded in the Pima County Recorder's office on May 28, 1999 at Docket 11057, Page 1189 (Sequence 19991030368), which placed the Rancho Marana Specific Plan land area located west of Interstate 10 (including the Subject Property) into the "Rancho Marana West" sub-area of the Rancho Marana Specific Plan.

J. The Rancho Marana Specific Plan was further amended by Marana Ordinance No. 2005.05, adopted on February 15, 2005, and recorded in the Pima County Recorder's office at Docket 12494, Page 1421 (Sequence 20050350342), which substantially rewrote the Rancho Marana Specific Plan for Rancho Marana West, including the Subject Property. The Rancho Marana Specific Plan as amended by Marana Ordinance No. 2005.05 is referred to in this Agreement as the "Rancho Marana West Specific Plan Amendment."

K. The Rancho Marana Specific Plan was further amended by Marana Ordinance No. 2008.14, but the amendments affected only the portion of Rancho Marana West known as the "Town Center," located north of the Subject Property; consequently, the zoning regulations that pertain to the Subject Property are only those set forth in the Rancho Marana West Specific Plan Amendment.

L. At the request of FCD and with the consent of all affected property owners, the Town formed the Vanderbilt Farms Community Facilities District (the "VFCFD") on April 19, 2005 by the adoption of Marana Resolution No. 2005-46, recorded in the Pima County Recorder's office on June 2, 2005 at Docket 12565, Page 2026 (Sequence 20051060447).

M. The VFCFD consists of the entire combined land area of Vanderbilt Farms and Farm Field Five.

N. Members of the Marana Town Council, who also act as members of the Board of Directors of the VFCFD, have indicated they will not support the sale of VFCFD general obligation bonds because the sale of general obligation bonds by the VFCFD will result in associated property tax liability to all of the land area covered by the VFCFD, including Farm Field Five.

O. With the Owners' consent, resolutions are being presented to the Board of Directors of the VFCFD and to the Marana Town Council for consideration on June 23, 2020, which, if approved, will result in the VFCFD being dissolved and the Subject Property being removed from all VFCFD property tax obligations.

P. Many changes have occurred since 2003, including without limitation the following:

i. The Owners' plans for the use and development of the Subject Property.

ii. The Town's plans for construction of the Barnett regional drainageway, located along the north side of the Subject Property.

iii. The Town's roadway plans affecting the Subject Property, including:

(a) On May 16, 2007, the Marana Town Council adopted Marana Resolution No. 2007-75, approving a final block plat for Gladden Farms Blocks 26-43 (the "Gladden Farms II Plat"), located south of the Subject Property, and relocating the Moore Road/Clark Farms Boulevard intersection about 900 feet west of where the intersection is shown on the Original Vanderbilt Farms Block Plat.

(b) The Moore Road/Clark Farms Boulevard intersection as shown on the Gladden Farms II Plat is shown on the Road Network Map included as Map 6.1.A to the 2010 Marana General Plan adopted by Marana Resolution No. 2010-120 and ratified by the voters at a special election held on May 17, 2011.

(c) On September 4, 2018, the Marana Town Council adopted Marana Resolution No. 2018-084, adopting a minor amendment to the transportation element of the 2010 Marana General Plan, revising the Lon Adams Road alignment located north of Clark Farms Road (running through the Subject Property) to align with the existing location of Lon Adams Road on the western boundary of Ora Mae Harn Park.

(d) The Marana 2040 General Plan adopted by the Marana Town Council on December 10, 2019 by Marana Resolution No. 2019-120 and set for voter ratification on August 4, 2020 carries forward the Moore Road/Clark Farms Boulevard intersection as shown on the 2010 Marana General Plan and the realignment of Lon Adams Road adopted by Marana Resolution No. 2018-084, and adopts future right-of-way widths of 250 feet for Moore Road within and adjacent to the Subject Property (with additional width in the approach to the possible future Interstate 10 interchange), 150 feet for Clark Farms Boulevard from Lon Adams Road eastward, 90 feet for Clark Farms Boulevard from Lon Adams Road westward, and 90 feet for Lon Adams Road and Civic Center Drive through the Subject Property.

Q. To address these changes, the Owners' consultants have prepared and submitted to the Town a proposed "Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A" (the "Vanderbilt Farms Re-Plat"), which (among other things) proposes to realign and re-size major public roadways through the Subject Property to conform to the Town's current and proposed General Plan, and splits former Block 11 into Block 11 and Block 11A to accommodate the realignment of Lon Adams Road.

R. Upon approval and recording of the Vanderbilt Farms Re-Plat:

i. All of the Subject Property will be included within the Vanderbilt Farms Re-Plat.

ii. FCD will own Blocks 1, 11, 11A, 12, and 13 as depicted on the Vanderbilt Farms Re-Plat, and PEI will own Blocks 2 through 10 as depicted on the Vanderbilt Farms Re-Plat.

S. The portion of Postvale Road located between Clark Farms Boulevard and Moore Road was abandoned by the Original Vanderbilt Farms Block Plat, but has been in continuous operation as a public road at all times.

T. Upon approval and recording of the Vanderbilt Farms Re-Plat, the portion of Postvale Road located between Barnett Road and Moore Road will be abandoned in favor of PEI (the owner of the adjacent blocks), but is expected to continue to operate as a public road (along with the portion of Postvale Road between Clark Farms Boulevard and Moore Road, discussed in recital S above); consequently, the Parties desire to accommodate Postvale Road's operation as a public road by PEI's issuance to the Town of a license until Postvale Road's pavement is removed.

U. The Marana Development Services Director, acting in his capacity as Marana Planning Director, issued has issued two administrative changes to the Rancho Marana West Specific Plan Amendment and applicable to portions of the Subject Property:

i. An April 18, 2019 administrative change, a true and correct copy of which is attached as Exhibit A, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero.

ii. A March 24, 2020 administrative change, a true and correct copy of which is attached as Exhibit B, relocating the "Commercial I" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the "High Density Residential" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9.

V. Upon the recording of the Vanderbilt Farms Re-Plat, the zoning designation of each Block of the Vanderbilt Farms Re-Plat, consisting of all of the Subject Property, will be as follows (with "Block" referring to the particular block of the Vanderbilt Farms Re-Plat, "Block Size" being the size (in acres) of the block as shown on the Vanderbilt Farms Re-Plat, "Parcel" referring to the Parcel number of the Rancho Marana West Specific Plan Amendment, "Parcel Size" being the size (in acres) of the parcel as shown in the Rancho Marana West Specific Plan Amendment, and "LU Designation" being the land use designation of the referenced Block and Parcel, with "MDR" being Medium Density Residential, "EC" being Employment Center, "MHDR" being Medium High Density Residential, and "C-I" being Commercial I):

Block	Block Size	Parcel	Parcel Size	LU Designation
1	62.64	14	74	MDR
2	83.91	23	98	MDR
3	25.52	25	44	EC
4	0.09	28	8	EC

Block	Block Size	Parcel	Parcel Size	LU Designation
5	21.53	27	18	EC
6	40.15	26	39	EC
7	23.20	24	24	MHDR
8	22.70	22	24	MHDR
9	11.60	13	9	HDR
10	8.18	10	12	C-I
11	11.89	11	18	MHDR
11A	4.43			MHDR
12	15.42	10	15	MHDR
13	20.80	8	21	MHDR

W. On April 2, 2019, the Marana Town Council adopted Resolution No. 2019-027, designating as a protected facility the gravity portion of the Tangerine/Downtown Conveyance System (Town of Marana Project No. WR010, referred to in this Agreement as the "T/D Gravity Sewer") and requiring any land use with a sewer connection served by the T/D Gravity Sewer to pay a protected facility fee of $519.67 per single-family residence (or equivalent).

X. Various public water facilities, including non-potable water facilities with capacity to serve the Subject Property (the "Rancho Marana Non-Potable Water Facilities") were constructed pursuant to an "Agreement for Construction of Potable and Non-Potable Water Facilities and Provision of Water Utility Service" between Monterey Homes Arizona, Inc. and U S Home Corporation and the Town, recorded in the office of the Pima County Recorder on June 10, 2005 at Docket 12571, Page 2724, which was amended and extended pursuant to a "First Amendment to Agreement for Construction of Water Facilities and Provision of Water Utility Service" between Meritage Homes Arizona, Inc. and the Town, recorded in the office of the Pima County Recorder on May 11, 2020 at Sequence 20201320065.

Y. On May 5, 2020, the Marana Town Council adopted Resolution No. 2020-038, designating the Rancho Marana Non-Potable Water Facilities as protected facilities. The total allocable fair-share cost to the Subject Property of the Rancho Marana Non-Potable Water Facilities is $174,247.00. By dividing the 351.97 developable acres of the Subject Property (excluding 0.09-acre Block 4), the Town established a Rancho Marana Non-Potable Water Facilities protected facility charge of $495.06 per acre for the Subject Property (excluding Block 4).

Z. To the extent of the Subject Property, the Parties desire to completely amend, restate, and replace the Original Agreement with this Agreement.

AA. The development contemplated by this Agreement is in compliance with the Town's adopted and approved General Plan (as defined in A.R.S. § 9-461).

BB. The development contemplated by this Agreement is in compliance with the Rancho Marana West Specific Plan Amendment.

CC. The Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a land owner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which the Parties acknowledge are accurate and which are incorporated into this Agreement as though fully restated here, and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. *Definitions*. The following definitions shall apply to this Agreement:

a. "A.R.S. §" means Arizona Revised Statutes section.

b. The "Development Regulations" is defined in paragraph 20 below.

c. "Equivalent Demand Unit" or "EDU" means a unit of development within a particular category of development, defined in terms of a standardized measure of the demand that a unit of development in that category of development generates for necessary public services in relation to the demand generated by a detached single-family dwelling unit. For all categories of necessary public services, the EDU factor for a detached single-family dwelling unit is one, while the EDU factor for a unit of development within another category of development is represented as a ratio of the demand for each category of necessary public services typically generated by that unit as compared to the demand for such services typically generated by a detached single-family dwelling unit. An EDU is a "service unit" for purposes of A.R.S. § 9-463.05 (T) (10).

d. "Farm Field Five" is defined in recital G above.

e. "Marana Development Code" is defined in paragraph 20 below.

f. The "Original Agreement" is defined in recital E above.

g. The "Original Vanderbilt Farms Block Plat" is defined in recital A above.

h. The "Owners" means FCD and PEI, collectively.

i. "Parcel Developer" means a person or entity who develops one or more individual blocks of the Subject Property, and may include FCD and/or PEI, but more likely will be a successor fee title interest holder to FCD or PEI.

j. The "Rancho Marana Non-Potable Water Facilities" is defined in recital X above.

k. The "Rancho Marana Specific Plan" means the Rancho Marana Specific Plan adopted by Marana Ordinance No. 90.04 as amended by Marana Ordinance Nos. 99.13, 2005.05, and 2008.14, and as further amended and interpreted by administrative

actions authorized in the Rancho Marana Specific Plan, all only to the extent they affect or involve the Subject Property.

l. "Rancho Marana West" is defined in recital I above.

m. The "Rancho Marana West Specific Plan Amendment" is the Rancho Marana Specific Plan as amended by Marana Ordinance No. 2005.05 (see recital J above).

n. The "Subject Property" is defined in recital A above and means those portions of the land areas covered by the Original Agreement that are as of the Effective Date of this Agreement owned by FCD or PEI (the Owners); specifically, the 13 blocks depicted on the Original Vanderbilt Block Plat and included in the Vanderbilt Farms Re-Plat.

o. The "T/D Gravity Sewer" is defined in recital W above.

p. "Vanderbilt Farms" is the land area covered by the Original Vanderbilt Farms Block Plat (see recital A above).

q. The "Vanderbilt Farms Re-Plat" is the Owners' currently pending re-plat of the Original Vanderbilt Farms Block Plat into a new 14-block subdivision plat consisting of Blocks 1 thru 13 and 11A.

r. The "VFCFD" is the Vanderbilt Farms Community Facilities District (see recital L above).

2. *Repeal of the Original Agreement*. As applied to the Subject Property, the Original Agreement is repealed and replaced in its entirety with this Agreement.

3. *Re-plat*. The Parties will promptly and diligently complete all submissions and reviews necessary for the processing and approval of the Vanderbilt Farms Re-Plat in accordance with normal Town procedures. Upon the recording of the Vanderbilt Farms Re-Plat, the Assurance Agreement recorded in the Pima County Recorder's office on July 13, 2005 at Docket 12593, Page 3314 is terminated.

4. *Ratification and confirmation of administrative changes to specific plan*. The Town Council ratifies and confirms the following administrative changes made by the Marana Development Services Director, acting in his capacity as Marana Planning Director, to the Rancho Marana West Specific Plan Amendment

a. The April 18, 2019 administrative change, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero.

b. The March 24, 2020 administrative change reversing the locations of the Commercial I and High Density Residential land use designations as described in recital U above.

5. *Ratification and confirmation of zoning*. The Town Council ratifies and confirms that, upon the recording of the Vanderbilt Farms Re-Plat, the zoning designation of each Block of the Vanderbilt Farms Re-Plat will be as shown in the table set forth in recital V above.

6. *Design guidelines*. Development of the Subject Property shall be in compliance with Marana Land Development Code Section 08.06 (Residential Design) and 08.07 (Commercial Design). Upon the Town's modification of the Residential Design and/or Commercial Design provisions, the Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat shall have the option of following the then-adopted requirements or the provisions as they existed on the Effective Date of this Agreement.

7. *Phasing of development*. The individual blocks that make up the Subject Property may be sold and developed in any order, subject to compliance with the requirements of this Agreement. As each individual block of the Subject Property is sold, the Parcel Developer of that individual block will need to provide the Town with appropriate substitute subdivision assurances for the completion of subdivision infrastructure required to serve that individual block. Upon the posting of appropriate substitute subdivision assurances for the individual block, the master subdivision assurances posted for the Vanderbilt Farms Re-Plat shall automatically terminate with respect to particular subdivision infrastructure that serves only that individual block.

8. *Dissolution of the VFCFD*. The Owners hereby consent to dissolution of the VFCFD. Nothing in this Agreement shall preclude the Owners or their successors in interest from seeking the formation of a new community facilities district on all or any portion of the Subject Property.

9. *Minimum transportation infrastructure by block*. In addition to any subdivision infrastructure required by an individual subdivision assurance agreement pertaining to the resubdivision of a particular block, as provided by the Parcel Developer of the particular block, the following block plat transportation infrastructure shall be substantially completed before lots are sold within the following blocks:

a. Block 1 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.a.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

b. Block 2 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the then-existing Moore Road to the segment of Lon Adams Road described in subparagraph 9.b.i above.

c. Block 3 of the Vanderbilt Farms Re-Plat: Clark Farms Boulevard from the then-existing Moore Road to the western boundary of Block 3.

d. Block 4 of the Vanderbilt Farms Re-Plat: None. (Block 4 is 0.09 acres—too small to accommodate development. The Parties anticipate that it will be gift-deeded to the Town.)

e. Block 5 of the Vanderbilt Farms Re-Plat: The realigned Moore Road along the northwest boundary of Block 5, tying into then-existing Moore Road on the west and tying into the Interstate 10 Frontage Road on the east.

f. Block 6 of the Vanderbilt Farms Re-Plat:

i. The realigned Moore Road along the southeast boundary of Block 6, tying into then-existing Moore Road on the west and tying into the Interstate 10 Frontage Road on the east.

ii. Clark Farms Boulevard from realigned Moore Road to the western boundary of Block 7 (the Postvale Road licensed area of paragraph 17 below).

g. Block 7 of the Vanderbilt Farms Re-Plat: Clark Farms Boulevard from the then-existing Moore Road to the western boundary of Block 7 (the Postvale Road licensed area of paragraph 17 below).

h. Block 8 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.h.i above to the eastern boundary of Block 8 (the Postvale Road licensed area of paragraph 17 below).

i. Block 9 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.i.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

j. Block 10 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the east boundary of Block 10 to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

k. Block 11A of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.k.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

l. Block 11 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.l.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

m. Block 12 of the Vanderbilt Farms Re-Plat:

i. Civic Center Drive from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the east boundary of Block 12 to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

n. Block 13 of the Vanderbilt Farms Re-Plat:

i. Civic Center Drive from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Existing western terminus of Clark Farms Boulevard tie-in to the Civic Center Drive intersection.

Nothing contained in this paragraph 9 will be deemed to prevent the Owners and/or the respective Parcel Developers from entering into one or more recorded cost allocation and reimbursement agreements with respect to the infrastructure obligations outlined above; however, these cost allocation and reimbursement agreements shall not alter the infrastructure obligation requirements of the Town as outlined above.

10. *Drainage infrastructure*. The drainageway land dedicated by and located along the north boundary of the Original Vanderbilt Farms Block Plat, known as the Barnett Channel, does not yet tie in to the Santa Cruz River and is not yet a drainage channel. In lieu of on-site detention and retention requirements, individual blocks of the Vanderbilt Farms Re-Plat shall be permitted to drain into the Barnett Channel area, and to use the Barnett Channel area for retention/detention, subject to engineering and hydrology approval. Upon completion of the Town's Barnett Channel project, any on-site retention and detention requirements will be satisfied by draining the site into the Barnett Channel.

11. *Barnett Channel dirt*. Parcel Developers of individual blocks of the Vanderbilt Farms Re-Plat may at their own cost and using their own contractor excavate dirt from the Barnett Channel for use in connection with the development of the block, provided

that the excavation is consistent with the ultimate design of the Barnett Channel and has not previously been excavated. The Parcel Developer shall demonstrate to the satisfaction of the Town Engineer that the resulting pit will drain within 36 hours. Nothing in this paragraph or in this Agreement shall be interpreted to require the Owners (including Parcel Developers of individual blocks of the Vanderbilt Farms Re-Plat) to construct drainage improvements in Barnett Channel.

12. *Sewers*.

a. *Offsite sewer*. Each connection to the T/D Gravity Sewer shall be responsible for payment of the protected facility charge of $519.67 per EDU for its fair-share portion of the Town's cost to construct the T/D Gravity Sewer, payable upon application for a building permit for construction to be connected to the T/D Gravity Sewer.

b. *Offsite conveyance capacity*. As of the date of this Agreement, the offsite sewer conveyance system serving the Subject Property has line capacity limitations that are discussed in the 2017 Sewer Impact Fee Infrastructure Improvement Plan adopted by Marana Resolution No. 2017-090 dated September 19, 2017. These conveyance capacity limitations are currently scheduled to be remedied by a development impact fee-funded Town construction project in the year 2021. When the Town determines that the sewer conveyance system has reached its capacity, no further sewer connections will be permitted unless and until the line capacity limitations have been remedied. The Town will notify the Owners and each applicable owner of a block within the Subject Property if and when the rate of development upstream of the line capacity limitations causes the Town to believe that the conveyance system may reach its capacity before the development impact fee-funded Town construction project is expected to be completed. The Town will make every reasonable effort to provide the notification early enough to allow the Owners, Parcel Developers, and other members of the development community to avoid a temporary interruption of sewer connections by advancing the construction at their own cost.

c. *Onsite sewers*. Each respective Parcel Developer shall construct onsite sewers associated with the development of its individual block or blocks of the Vanderbilt Farms Re-Plat pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments mutually agreed upon between the Town and the Parcel Developer of the individual block.

13. *Water infrastructure*.

a. *Onsite potable water distribution system.* The Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat shall construct onsite potable water distribution infrastructure associated with the development of its individual block of Vanderbilt Farms pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments

mutually agreed upon between the Town and the Parcel Developer of the individual block.

b. *Transfer of grandfathered water rights.* After the termination of farming activities and before development of one or more individual blocks of the Subject Property, the Owners and/or the Parcel Developer shall assign to the Town every portion of its Irrigation or Type 1 Non-irrigation Grandfathered Groundwater Rights or Type II Non-irrigation Groundwater Rights as those are defined by law as may be appurtenant to the property, and to execute and deliver all forms necessary to effect the transfer of these water rights to the Town concurrently with the assignment.

c. *Non-potable system*. The Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat (except 0.09-acre Block 4) shall develop and construct a secondary non-potable irrigation system, dedicated to the Cortaro-Marana Irrigation District in accordance with its requirements, to distribute non-potable water to common areas and other landscaped areas owned or to be owned by the homeowners' association serving the individual block of the Vanderbilt Farms Re-Plat.

d. *Rancho Marana Non-Potable Water Facilities protected facility charge*. The $174,247.00 fair-share contribution toward the Rancho Marana Non-Potable Water Facilities is divided among developable blocks of the Subject Property in proportion to each block's size, as follows (with the "NP Contribution" column signifying how much is owed for that individual block of the Vanderbilt Farms Re-Plat):

Description	Size (acres)	NP Contribution
Block 1	62.64	$31,010.69
Block 2	83.91	$41,540.66
Block 3	25.52	$12,633.98
Block 5	21.53	$10,658.69
Block 6	40.15	$19,876.74
Block 7	23.20	$11,485.44
Block 8	22.70	$11,237.91
Block 9	11.60	$5,742.72
Block 10	8.18	$4,049.61
Block 11	11.89	$5,886.29
Block 11A	4.43	$2,193.13
Block 12	15.42	$7,633.86
Block 13	20.80	$10,297.29
Total	351.97	$174,247.01

For residential projects, the total Rancho Marana Non-Potable Water Facilities protected facility charge for a particular block of the Vanderbilt Farms Re-Plat will be divided by the number of subdivision lots in the block, and the resulting protected facility charge per lot will be payable when the building permit is issued for the home on the lot. For

non-residential or multi-family projects, the $495.06 per acre protected facility charge will be payable when the building permit for the non-residential building is issued.

14. *Development impact fees*. Nothing in this Agreement shall be construed as a waiver or reduction of development impact fees properly adopted by the Town pursuant to A.R.S. § 9-463.05 and applicable to the Subject Property. All development within the Subject Property shall be responsible to pay all applicable development impact fees existing as of the time of building permit application. As of the date of this Agreement (and subject to amendment by the Marana Town Council), the following development impact fees apply to development within the Subject Property:

a. *Northwest Street Facilities Development Impact Fee*. The Town's current Northwest Street Facilities Development Impact Fee is $3,719 per equivalent demand unit (EDU), per Marana Ordinance No. 2017.029.

b. *Parks and Recreation Facilities Development Impact Fee*. The Town's current Parks and Recreation Facilities Development Impact Fee is $2,461 per equivalent demand unit (EDU) per Marana Ordinance Nos. 2014.012 and 2017.029.

c. *Lower Santa Cruz River Levee Fee*. The Town's current Lower Santa Cruz River Levee Fee is $500 per acre, as originally adopted by Marana Ordinance No. 99.02, and as described in Section 4 of Marana Ordinance no. 2014.012 and in Section 6 of Marana Ordinance no. 2017.029.

d. *Water Infrastructure Development Impact Fee*. The Town's current Water Infrastructure Development Impact Fee is $2,331 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

e. *Water Resources Development Impact Fee*. The Town's current Water Resources Development Impact Fee is $3,050 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

f. *Wastewater Facilities Development Impact Fee*. The Town's current Wastewater Facilities Development Impact Fee is $3,930 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

15. *Onsite private recreational facilities*. Within each platted individual block of Vanderbilt Farms, private recreational facilities shall be constructed on a site of not less than 185 square feet per residential unit. Site and facility design shall be approved by the Marana Parks and Recreation Director and the Marana Planning Director.

16. *School improvement contribution*. A $1,200 per subdivided residential lot contribution (the "School Improvement Contribution") shall be due and payable at the time building permits are issued for each residential lot within the Subject Property. The Town shall grant to a Parcel Developer credit against the School Improvement Contribution for

(i) Town approved educated-related equipment donated by the Parcel Developer and for (ii) Town approved real property donated by the Parcel Developer (to be valued at $25,000.00 per acre). Eligibility of improvements to receive credit shall be determined by the Town Manager.

17. *Postvale Road license*. PEI hereby grants the Town a license to use as a public road the 60 foot right of way of Postvale Road abandoned by the Vanderbilt Farms Re-Plat along the east boundary of Block 8 and the west boundary of Block 7 and the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2. PEI confirms that the Town has used the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2 as a public roadway since the recording of the Original Vanderbilt Block Plat with the permission of PEI and its predecessor in interest. The Town's license automatically terminates as to each licensed portion of Postvale Road when its pavement is removed. PEI shall remove the pavement of licensed Postvale Road no later than upon written direction by the Marana Town Engineer and no earlier than upon completion and opening to the public of one of the following: (i) Clark Farms Road from Moore Road to a completed Lon Adams Road south to Moore Road, (ii) Clark Farms Road from Moore Road to a completed Lon Adams Road north to Barnett Road, or (iii) Clark Farms Road from Moore Road to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

18. *Prop 207 Waivers*. By signing this Agreement, FCD and PEI waive any and all rights to make a claim for diminution in value under the Private Property Rights Protection Act, A.R.S. § 12-1131 *et seq*., resulting from this Agreement, or resulting from remedies resulting from enforcing the terms of this Agreement.

19. *Term*. This Agreement shall become effective (the "Effective Date") upon the later of (i) its date of recording pursuant to paragraph 27 below and (ii) the effective date of the resolution approving and authorizing the Mayor to sign this Agreement. The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the 20th anniversary of the Effective Date.

20. *Development regulations*. The Subject Property shall be governed by the Rancho Marana West Specific Plan Amendment and this Agreement. The Marana Land Development Code, including the written rules, regulations, substantive procedures, and policies relating to development of land, adopted or approved by the Mayor and Council (collectively the "Marana Development Code") in effect on the Effective Date shall apply to the extent not covered by Rancho Marana West Specific Plan Amendment or this Agreement. The requirements of this paragraph are collectively referred to as the "Development Regulations." In the event of any express conflict, the following rules shall apply:

a. The Rancho Marana West Specific Plan Amendment shall control over the terms of the Marana Development Code on all matters.

b. The Rancho Marana West Specific Plan Amendment as amended by the Marana Development Code shall control over the terms of this Agreement as to any zoning or other legislative matter.

c. This Agreement shall control over the terms of Rancho Marana West Specific Plan Amendment and the Marana Development Code as to any administrative or procedural matter.

21. *Development review*. The Subject Property shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Subject Property. Upon the Parcel Developer's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for the Subject Property as may be requested by the Parcel Developer.

22. *Town review and approval of plans*. The development and construction of the Subject Property and all public and private infrastructure related to it are subject to the Town's normal plan submittal, review and approval procedures and construction inspection requirements.

23. *No partnership or joint venture*. Nothing in this Agreement shall be understood or construed to create or imply a partnership or joint venture between or among the Owners and the Town.

24. *Other development agreements*. Nothing in this Agreement shall preclude FCD or PEI or their successors in interest from individually entering into one or more additional development agreements with the Town to facilitate development on the real property owned by FCD or PEI.

25. *Cooperation and alternative dispute resolution*.

a. *Appointment of representatives*. To further the commitment of the Parties to cooperate in the development of the Subject Property and the construction of the public improvements discussed in this Agreement, the Town, the Owners, and each Parcel Developer shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owners. The initial representative for the Town (the "Town Representative") shall be the Town Manager, and the initial representative for the Owners shall be Donald M. Edwards or a replacement to be selected by the Owners. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties in the development of the Subject Property and the construction of public improvements needed to serve the Subject Property.

b. *Non-performance; remedies*. If any Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, any other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 26 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make

demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. The Parties agree that due to the size, nature and scope of the Subject Property, and due to the fact that it may not be practical or possible to restore the property to its condition prior to development, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the non-performance of a covenant contained in this Agreement. This paragraph shall not limit any contract or other rights, remedies, or causes of action that any Party may have at law or in equity.

c. *Mediation*. If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Owners (collectively) and/or the applicable Parcel Developer and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Owners and/or the applicable Parcel Developer shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally (half and half) between the Town and the Owners and/or the applicable Parcel Developer. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

d. *Arbitration*. After mediation, as provided for in subparagraph 25.c above, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by the Town and the Owners and/or the applicable Parcel Developer to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq*., and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

e. *Disputes regarding individual blocks*. Disputes related to the development of a particular block of the Subject Property need only include the applicable Parcel Developer and the Town, but the Owners and the Parcel Developers of other blocks may participate in the dispute if they can show that their interests will be affected by the dispute or its outcome.

26. *Notices*. All notices, requests and other communications under this Agreement shall be given in writing and either (i) personally served on the party to whom it is given, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as Federal Express or Airborne, addressed as follows:

If to the Town:

TOWN OF MARANA
11555 W. Civic Center Drive, Bldg. A3
Marana, Arizona 85653-7006
Telephone: (520) 382-1900

If to FCD or PEI:

Richard L. Anderson, Manager
FCD MARANA VENTURE I, L.L.C.
PEI CAPITAL VENTURE I, L.L.C.
2002 East Ranch Road
Tempe, AZ 85284

With copies to:

Donald M. Edwards, Manager
FCD MARANA VENTURE I, L.L.C.
PEI CAPITAL VENTURE I, L.L.C.
333 East Osborn Road Suite 260
Phoenix, AZ 85012

and

Lynn T. Ziolko, Esq.
KUTAK ROCK LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, AZ 85253
Telephone: (480) 429-5000

All notices shall be deemed given when delivered or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of deposit with the courier. Any party may change its address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this paragraph. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be

deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

27. *Recordation*. After this Agreement has been executed by the Parties, the Town shall, as concurrently as reasonably possible, record this Agreement in the office of the Pima County Recorder.

28. *Miscellaneous*.

a. This Agreement may not be modified except in a writing signed by the Parties.

b. Time is of the essence of this Agreement.

c. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

d. If any Party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs consistent with A.R.S. § 12-341.01.

e. This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and this Agreement may be executed by the affixing of the signature pages, and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single signature page.

f. Exhibits referred to in and attached to this Agreement are incorporated by reference as if set forth in full in the text of this Agreement.

g. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that (i) upon the conveyance of all of the Owners' holdings in the Subject Property to a single grantee, the Owners shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee; and (ii) in no event shall this Agreement be binding on or burden the property of a purchaser of a home on the Subject Property.

h. The Town and the Owners agree to reasonably cooperate to terminate or modify, as applicable, any recorded documents affected by the terms and conditions of this Agreement.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures, with an Effective Date determined as set forth in paragraph 19 above.

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

THE "OWNERS":

FCD MARANA VENTURE I, L.L.C. ("FCD"), an Arizona limited liability company

By: _____
Donald M. Edwards, Manager

Date: _____

PEI CAPITAL VENTURE I, L.L.C. ("PEI"), an Arizona limited liability company

By: _____
Donald M. Edwards, Manager

Date: _____

STATE OF ARIZONA)
ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on _____, 2020, by Donald M. Edwards, Manager of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on _____, 2020, by Donald M. Edwards, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)

_____
Notary Public

LIST OF EXHIBITS

Exhibit A	April 18, 2019 administrative change, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero
Exhibit B	March 24, 2020 administrative change, relocating the "Commercial I" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the "High Density Residential" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9

LIST OF EXHIBITS

Exhibit A — April 18, 2019 administrative change, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero

Exhibit B — March 24, 2020 administrative change, relocating the "Commercial I" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the "High Density Residential" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9

MARANA AZ
PLANNING

18 April 2019

Ms. Theresa Hadley
Project Coordinator
Cypress Civil Development
2030 E. Broadway Blvd., Ste. #110
Tucson, AZ 85719

Re: PCZ1903-001 Administrative Change to Rancho Marana Specific Plan

Dear Ms. Hadley,

In response to your letter dated March 5, 2019, I have reviewed your request to reduce the minimum required street setback for the "C-1 Commercial I (Neighborhood)" land use designation of the Rancho Marana Specific Plan (Specific Plan) from 20 feet (Section V.F.5.i.1) to zero.

Per Section VIII.G.2.d of the Specific Plan, the Development Services Administrator can administratively make changes to development standards that are in the interest of the community and do not affect health or safety issues. I have determined your request meets this standard and approve the request.

Please contact me at (520)382-2647 or Steven Vasquez at (520)382-2623 should you have any questions.

Sincerely,

Jason Angell
Development Services Director
jangell@maranaaz.gov

MARANA AZ
PLANNING

March 24, 2020

Via First Class Mail and email (Lynn.Ziolko@KutakRock.com)

Lynn T. Ziolko, Esq.
KUTAK ROCK LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, AZ 85253

Administrative Change to Rancho Marana Specific Plan
(Vanderbilt Farms Blocks 9 and 10)

Dear Mr. Ziolko:

You represent FCD MARANA VENTURE I, L.L.C. ("FCD") and PEI CAPITAL VENTURE I, L.L.C. ("PEI"), who collectively own all of "Vanderbilt Farms"; specifically, all of the blocks described in the Vanderbilt Blocks 1 thru 13 Final Block Plat (the "Original Vanderbilt Farms Block Plat"), recorded in the Pima County Recorder's office on July 13, 2005, in Book 60 of Maps and Plats, Page 7 (Sequence 20051340763).

In the context of negotiating with the Marana Town Attorney an amended and restated development agreement for Vanderbilt Farms, you and the Town Attorney have requested an administrative change to the Rancho Marana Specific Plan, flip-flopping the land use designations of Parcels 12 and 13 of "Rancho Marana West"—the Land Use Plan included as Exhibit IV-1 to the Rancho Marana West Specific Plan Amendment adopted by Marana Ordinance No. 2005.05.

BACKGROUND

On September 4, 2018, the Marana Town Council adopted Marana Resolution No. 2018-084, adopting a minor amendment to the transportation element of the 2010 Marana General Plan, revising the Lon Adams Road alignment located north of Clark Farms Boulevard (running between Blocks through Vanderbilt Farms) to align with the existing location of Lon Adams Road on the western boundary of Ora Mae Harn Park. This minor amendment relocated the major Clark Farms

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Boulevard/Lon Adams Road intersection westward and flip-flopped the functionality of Rancho Marana West Parcels 12 and 13.

ANALYSIS

Rancho Marana West Parcel 12 is an approximately 11-acre area of land with an intended land use of "HDR"—"High Density Residential," that includes Original Vanderbilt Farms Block Plat Block 10, containing 9.836 acres, located on the north side of Clark Farms Boulevard, about 240 feet west of the Clark Farms Boulevard/ Lon Adams Road intersection as it existed before the adoption of Marana Resolution No. 2018-084.

Rancho Marana West Parcel 13 is an approximately 9-acre area of land with an intended land use of "C-I"—"Commercial I," that includes Original Vanderbilt Farms Block Plat Block 9, containing 8.219 acres, located at the northwest corner of the Clark Farms Boulevard/Lon Adams Road intersection as it existed before the adoption of Marana Resolution No. 2018-084.

THE WLB GROUP has prepared and submitted to the Town on behalf of FCD and PEI a proposed Re-Plat of Vanderbilt Farms (the "Vanderbilt Farms Re-Plat"), which (among other things) realigns westward the portion of Lon Adams Road located north of Clark Farms Boulevard, to conform to Marana Resolution No. 2018-084.

Upon approval and recording of the Vanderbilt Farms Re-Plat, the functionality of Blocks 9 and 10 will flip-flop. Vanderbilt Farms Re-Plat Block 10 will consist of 8.71 acres in substantially the same location as Original Vanderbilt Farms Block Plat Block 10, but will now be located at the northeast corner of the major Clark Farms Boulevard/Lon Adams Road intersection—a functionally appropriate location for the "C-I"—"Commercial I" land use designation. Vanderbilt Farms Re-Plat Block 9 will consist of 11.91 acres in substantially the same location as Original Vanderbilt Farms Block Plat Block 9, but will now have no adjacent intersection—a functionally appropriate location for the "HDR"—"High Density Residential" land use designation.

Section VIII. G. 2. c of the Rancho Marana West Specific Plan gives the Planning Director authority to administratively change the Rancho Marana West Specific Plan as a result of changes to boundaries and acreages caused by final road alignment changes.

DECISION

Acting in my capacity as Marana Planning Director under the authority of Section VIII. G. 2. c of the Rancho Marana West Specific Plan, I hereby administratively change the Rancho Marana West Specific Plan by designating

Vanderbilt Farms Re-Plat Block 9 as "HDR"—"High Density Residential" and by designating Vanderbilt Farms Re-Plat Block 10 as "C-I"—"Commercial I" land use designation, effective upon the recording of the Vanderbilt Farms Re-Plat.

Please contact me at (520) 382-2647 should you have any questions.

Sincerely,

Jason Angell
Development Services Director
jangel@maranaaz.gov

xc: Frank Cassidy, Town Attorney

AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

Town of Marana, Arizona

THIS AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation; FCD MARANA VENTURE I, L.L.C. ("FCD"), an Arizona limited liability company; and PEI CAPITAL VENTURE I, L.L.C. ("PEI"), an Arizona limited liability company. FCD and PEI are collectively referred to as the "Owners." The Town, FCD, and PEI are sometimes collectively referred to as the "Parties," any of which is sometimes individually referred to as a "Party."

RECITALS

A. The Vanderbilt Blocks 1 thru 13 Final Block Plat (the "Original Vanderbilt Farms Block Plat") was recorded in the Pima County Recorder's office on July 13, 2005, in Book 60 of Maps and Plats, Page 7 (Sequence 20051340763). The 13 blocks depicted on the Original Vanderbilt Farms Block Plat are collectively referred to as the "Subject Property." The land area covered by the Original Vanderbilt Farms Block Plat is referred to as "Vanderbilt Farms."

B. FCD owns Blocks 1, 11, 12, and 13 as depicted on the Original Vanderbilt Farms Block Plat.

C. PEI owns Blocks 2 through 10 as depicted on the Original Vanderbilt Farms Block Plat.

D. Together, FCD and PEI own all of the Subject Property.

E. For administrative convenience and to take advantage of cost savings associated with using third party trust forms of subdivision assurances, all or part of the Subject Property may be held in one or more third party trusts in which FCD and/or PEI are the sole beneficiaries.

F. The Town and FCD entered into a development agreement for the Subject Property (the "Original Agreement"), which was approved on June 3, 2003 by Marana Resolution No. 2003-61 and recorded in the Pima County Recorder's office on June 13, 2003 at Docket 12071, Page 4475 (Sequence 20031141033).

G. In addition to the Subject Property, the Original Agreement purported to cover the land area known as "Farm Field Five," according to the subdivision plat recorded in the Pima County Recorder's office on March 17, 2003, in Book 57 of Maps and Plats, Page 2

(Sequence 20030510193), in which PEI is shown as the owner and subdivider. Farm Field Five is now developed with homes according to the amended subdivision plat recorded in the Pima County Recorder's office on October 19, 2005, in Book 60 of Maps and Plats, Page 39 (Sequence 20052030156).

H. On February 6, 1990, the Town Council created the Rancho Marana Specific Plan by its adoption of Marana Ordinance No. 90.04, which established the zoning regulations for an area that includes the Subject Property.

I. The Rancho Marana Specific Plan was amended by Marana Ordinance No. 99.13, adopted on May 18, 1999, and recorded in the Pima County Recorder's office on May 28, 1999 at Docket 11057, Page 1189 (Sequence 19991030368), which placed the Rancho Marana Specific Plan land area located west of Interstate 10 (including the Subject Property) into the "Rancho Marana West" sub-area of the Rancho Marana Specific Plan.

J. The Rancho Marana Specific Plan was further amended by Marana Ordinance No. 2005.05, adopted on February 15, 2005, and recorded in the Pima County Recorder's office at Docket 12494, Page 1421 (Sequence 20050350342), which substantially rewrote the Rancho Marana Specific Plan for Rancho Marana West, including the Subject Property. The Rancho Marana Specific Plan as amended by Marana Ordinance No. 2005.05 is referred to in this Agreement as the "Rancho Marana West Specific Plan Amendment."

K. The Rancho Marana Specific Plan was further amended by Marana Ordinance No. 2008.14, but the amendments affected only the portion of Rancho Marana West known as the "Town Center," located north of the Subject Property; consequently, the zoning regulations that pertain to the Subject Property are only those set forth in the Rancho Marana West Specific Plan Amendment.

L. At the request of FCD and with the consent of all affected property owners, the Town formed the Vanderbilt Farms Community Facilities District (the "VFCFD") on April 19, 2005 by the adoption of Marana Resolution No. 2005-46, recorded in the Pima County Recorder's office on June 2, 2005 at Docket 12565, Page 2026 (Sequence 20051060447).

M. The VFCFD consists of the entire combined land area of Vanderbilt Farms and Farm Field Five.

N. Members of the Marana Town Council, who also act as members of the Board of Directors of the VFCFD, have indicated they will not support the sale of VFCFD general obligation bonds because the sale of general obligation bonds by the VFCFD will result in associated property tax liability to all of the land area covered by the VFCFD, including Farm Field Five.

O. With the Owners' consent, resolutions are being presented to the Board of Directors of the VFCFD and to the Marana Town Council for consideration on June 23, 2020,

which, if approved, will result in the VFCFD being dissolved and the Subject Property being removed from all VFCFD property tax obligations.

~~N.~~P. Many changes have occurred since 2003, including without limitation the following:

i. The Owners' plans for the use and development of the Subject Property.

ii. The Town's plans for construction of the Barnett regional drainageway, located along the north side of the Subject Property.

iii. The Town's roadway plans affecting the Subject Property, including:

(a) On May 16, 2007, the Marana Town Council adopted Marana Resolution No. 2007-75, approving a final block plat for Gladden Farms Blocks 26-43 (the "Gladden Farms II Plat"), located south of the Subject Property, and relocating the Moore Road/Clark Farms Boulevard intersection about 900 feet west of where the intersection is shown on the Original Vanderbilt Farms Block Plat.

(b) The Moore Road/Clark Farms Boulevard intersection as shown on the Gladden Farms II Plat is shown on the Road Network Map included as Map 6.1.A to the 2010 Marana General Plan adopted by Marana Resolution No. 2010-120 and ratified by the voters at a special election held on May 17, 2011.

(c) On September 4, 2018, the Marana Town Council adopted Marana Resolution No. 2018-084, adopting a minor amendment to the transportation element of the 2010 Marana General Plan, revising the Lon Adams Road alignment located north of Clark Farms Road (running through the Subject Property) to align with the existing location of Lon Adams Road on the western boundary of Ora Mae Harn Park.

(d) The Marana 2040 General Plan adopted by the Marana Town Council on December 10, 2019 by Marana Resolution No. 2019-120 and set for voter ratification on August 4, 2020 carries forward the Moore Road/Clark Farms Boulevard intersection as shown on the 2010 Marana General Plan and the realignment of Lon Adams Road adopted by Marana Resolution No. 2018-084, and adopts future right-of-way widths of 250 feet for Moore Road within and adjacent to the Subject Property (with additional width in the approach to the possible future Interstate 10 interchange), 150 feet for Clark Farms Boulevard from Lon Adams Road eastward, 90 feet for Clark Farms Boulevard from Lon Adams Road westward, and 90 feet for Lon Adams Road and Civic Center Drive through the Subject Property.

~~O.~~Q. To address these changes, the Owners' consultants have prepared and submitted to the Town a proposed "Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A" (the "Vanderbilt Farms Re-Plat"), which (among other things) proposes to realign and re-size major public roadways through the Subject Property to conform to the

Town's current and proposed General Plan, and splits former Block 11 into Block 11 and Block 11A to accommodate the realignment of Lon Adams Road.

~~P.~~R. Upon approval and recording of the Vanderbilt Farms Re-Plat:

i. All of the Subject Property will be included within the Vanderbilt Farms Re-Plat.

ii. FCD will own Blocks 1, 11, 11A, 12, and 13 as depicted on the Vanderbilt Farms Re-Plat, and PEI will own Blocks 2 through 10 as depicted on the Vanderbilt Farms Re-Plat.

~~Q.~~S. The portion of Postvale Road located between Clark Farms Boulevard and Moore Road was abandoned by the Original Vanderbilt Farms Block Plat, but has been in continuous operation as a public road at all times.

~~R.~~T. Upon approval and recording of the Vanderbilt Farms Re-Plat, the portion of Postvale Road located between Barnett Road and Moore Road will be abandoned in favor of PEI (the owner of the adjacent blocks), but is expected to continue to operate as a public road (along with the portion of Postvale Road between Clark Farms Boulevard and Moore Road, discussed in recital S above); consequently, the Parties desire to accommodate Postvale Road's operation as a public road by PEI's issuance to the Town of a license until Postvale Road's pavement is removed.

~~S.~~U. The Marana Development Services Director, acting in his capacity as Marana Planning Director, issued has issued two administrative changes to the Rancho Marana West Specific Plan Amendment and applicable to portions of the Subject Property:

i. An April 18, 2019 administrative change, a true and correct copy of which is attached as Exhibit A, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero.

ii. A March 24, 2020 administrative change, a true and correct copy of which is attached as Exhibit B, relocating the "Commercial I" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the "High Density Residential" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9.

~~T.~~V. Upon the recording of the Vanderbilt Farms Re-Plat, the zoning designation of each Block of the Vanderbilt Farms Re-Plat, consisting of all of the Subject Property, will be as follows (with "Block" referring to the particular block of the Vanderbilt Farms Re-Plat, "Block Size" being the size (in acres) of the block as shown on the Vanderbilt Farms Re-Plat, "Parcel" referring to the Parcel number of the Rancho Marana West Specific Plan Amendment, "Parcel Size" being the size (in acres) of the parcel as shown in the Rancho Marana West Specific Plan Amendment, and "LU Designation" being the land use des-

ignation of the referenced Block and Parcel, with "MDR" being Medium Density Residential, "EC" being Employment Center, "MHDR" being Medium High Density Residential, and "C-I" being Commercial I):

Block	Block Size	Parcel	Parcel Size	LU Designation
1	62.64	14	74	MDR
2	83.91	23	98	MDR
3	25.52	25	44	EC
4	0.09	28	8	EC
5	21.53	27	18	EC
6	40.15	26	39	EC
7	23.20	24	24	MHDR
8	22.70	22	24	MHDR
9	11.60	13	9	HDR
10	8.18	10	12	C-I
11	11.89	11	18	MHDR
11A	4.43			MHDR
12	15.42	10	15	MHDR
13	20.80	8	21	MHDR

~~U.~~W. On April 2, 2019, the Marana Town Council adopted Resolution No. 2019-027, designating as a protected facility the gravity portion of the Tangerine/Downtown Conveyance System (Town of Marana Project No. WR010, referred to in this Agreement as the "T/D Gravity Sewer") and requiring any land use with a sewer connection served by the T/D Gravity Sewer to pay a protected facility fee of $519.67 per single-family residence (or equivalent).

~~V.~~X. Various public water facilities, including non-potable water facilities with capacity to serve the Subject Property (the "Rancho Marana Non-Potable Water Facilities") were constructed pursuant to an "Agreement for Construction of Potable and Non-Potable Water Facilities and Provision of Water Utility Service" between Monterey Homes Arizona, Inc. and U S Home Corporation and the Town, recorded in the office of the Pima County Recorder on June 10, 2005 at Docket 12571, Page 2724, which was amended and extended pursuant to a "First Amendment to Agreement for Construction of Water Facilities and Provision of Water Utility Service" between Meritage Homes Arizona, Inc. and the Town, recorded in the office of the Pima County Recorder on May 11, 2020 at Sequence 20201320065.

~~W.~~Y. On May 5, 2020, the Marana Town Council adopted Resolution No. 2020-038, designating the Rancho Marana Non-Potable Water Facilities as protected facilities. The total allocable fair-share cost to the Subject Property of the Rancho Marana Non-Potable Water Facilities is $174,247.00. By dividing the 351.97 developable acres of the Subject

Property (excluding 0.09-acre Block 4), the Town established a Rancho Marana Non-Potable Water Facilities protected facility charge of $495.06 per acre for the Subject Property (excluding Block 4).

~~X.~~Z. To the extent of the Subject Property, the Parties desire to completely amend, restate, and replace the Original Agreement with this Agreement.

~~Y.~~AA. The development contemplated by this Agreement is in compliance with the Town's adopted and approved General Plan (as defined in A.R.S. § 9-461).

~~Z.~~BB. The development contemplated by this Agreement is in compliance with the Rancho Marana West Specific Plan Amendment.

~~AA.~~CC. The Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a land owner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which the Parties acknowledge are accurate and which are incorporated into this Agreement as though fully restated here, and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. *Definitions*. The following definitions shall apply to this Agreement:

a. "A.R.S. §" means Arizona Revised Statutes section.

b. The "Development Regulations" is defined in paragraph 20 below.

c. "Equivalent Demand Unit" or "EDU" means a unit of development within a particular category of development, defined in terms of a standardized measure of the demand that a unit of development in that category of development generates for necessary public services in relation to the demand generated by a detached single-family dwelling unit. For all categories of necessary public services, the EDU factor for a detached single-family dwelling unit is one, while the EDU factor for a unit of development within another category of development is represented as a ratio of the demand for each category of necessary public services typically generated by that unit as compared to the demand for such services typically generated by a detached single-family dwelling unit. An EDU is a "service unit" for purposes of A.R.S. § 9-463.05 (T) (10).

d. "Farm Field Five" is defined in recital G above.

e. "Marana Development Code" is defined in paragraph 20 below.

f. The "Original Agreement" is defined in recital E above.

g. The "Original Vanderbilt Farms Block Plat" is defined in recital A above.

h. The "Owners" means FCD and PEI, collectively.

i. "Parcel Developer" means a person or entity who develops one or more individual blocks of the Subject Property, and may include FCD and/or PEI, but more likely will be a successor fee title interest holder to FCD or PEI.

j. The "Rancho Marana Non-Potable Water Facilities" is defined in recital X above.

k. The "Rancho Marana Specific Plan" means the Rancho Marana Specific Plan adopted by Marana Ordinance No. 90.04 as amended by Marana Ordinance Nos. 99.13, 2005.05, and 2008.14, and as further amended and interpreted by administrative actions authorized in the Rancho Marana Specific Plan, all only to the extent they affect or involve the Subject Property.

l. "Rancho Marana West" is defined in recital I above.

m. The "Rancho Marana West Specific Plan Amendment" is the Rancho Marana Specific Plan as amended by Marana Ordinance No. 2005.05 (see recital J above).

n. The "Subject Property" is defined in recital A above and means those portions of the land areas covered by the Original Agreement that are as of the Effective Date of this Agreement owned by FCD or PEI (the Owners); specifically, the 13 blocks depicted on the Original Vanderbilt Block Plat and included in the Vanderbilt Farms Re-Plat.

o. The "T/D Gravity Sewer" is defined in recital W above.

p. "Vanderbilt Farms" is the land area covered by the Original Vanderbilt Farms Block Plat (see recital A above).

q. The "Vanderbilt Farms Re-Plat" is the Owners' currently pending re-plat of the Original Vanderbilt Farms Block Plat into a new 14-block subdivision plat consisting of Blocks 1 thru 13 and 11A.

r. The "VFCFD" is the Vanderbilt Farms Community Facilities District (see recital L above).

2. *Repeal of the Original Agreement*. As applied to the Subject Property, the Original Agreement is repealed and replaced in its entirety with this Agreement.

3. *Re-plat*. The Parties will promptly and diligently complete all submissions and reviews necessary for the processing and approval of the Vanderbilt Farms Re-Plat in accordance with normal Town procedures. Upon the recording of the Vanderbilt Farms Re-Plat, the Assurance Agreement recorded in the Pima County Recorder's office on July 13, 2005 at Docket 12593, Page 3314 is terminated.

4. *Ratification and confirmation of administrative changes to specific plan*. The Town Council ratifies and confirms the following administrative changes made by the Marana Development Services Director, acting in his capacity as Marana Planning Director, to the Rancho Marana West Specific Plan Amendment

a. The April 18, 2019 administrative change, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero.

b. The March 24, 2020 administrative change reversing the locations of the Commercial I and High Density Residential land use designations as described in recital U above.

5. *Ratification and confirmation of zoning*. The Town Council ratifies and confirms that, upon the recording of the Vanderbilt Farms Re-Plat, the zoning designation of each Block of the Vanderbilt Farms Re-Plat will be as shown in the table set forth in recital V above.

6. *Design guidelines*. Development of the Subject Property shall be in compliance with Marana Land Development Code Section 08.06 (Residential Design) and 08.07 (Commercial Design). Upon the Town's modification of the Residential Design and/or Commercial Design provisions, the Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat shall have the option of following the then-adopted requirements or the provisions as they existed on the Effective Date of this Agreement.

7. *Phasing of development*. The individual blocks that make up the Subject Property may be sold and developed in any order, subject to compliance with the requirements of this Agreement. As each individual block of the Subject Property is sold, the Parcel Developer of that individual block will need to provide the Town with appropriate substitute subdivision assurances for the completion of subdivision infrastructure required to serve that individual block. Upon the posting of appropriate substitute subdivision assurances for the individual block, the master subdivision assurances posted for the Vanderbilt Farms Re-Plat shall automatically terminate with respect to particular subdivision infrastructure that serves only that individual block.

~~8. *The VFCFD*. The Owners represent that they do not intend to pursue public infrastructure financing through the VFCFD unless the entire Subject Property is sold to a single purchaser, in which case public infrastructure financing through the VFCFD will be pursued, if at all, by the purchaser of the entire Subject Property. In any event, if the Owners or their successors in interest pursue the issuance and sale of general obligation bonds by the VFCFD, the Owners acknowledge their or their successors' obligations to address to the reasonable satisfaction of the governing board of the VFCFD all of the following:~~

~~a. Any and all amendments to the District Development, Financing Participation and Intergovernmental Agreement (VFCFD) recorded in the Pima County Recorder's office on June 2, 2005 at Docket 12565, Page 2065 (Sequence 20051060449) as may be required or prudent to accomplish the sale of VFCFD general obligation bonds.~~

~~b. Any and all amendments to the VFCFD General Plan recorded in the Pima County Recorder's office on June 2, 2005 at Docket 12565, Page 2058 (Sequence 20051060448) as may be required or prudent to accomplish the sale of VFCFD general obligation bonds.~~

~~c. Any and all surviving obligations under that certain Agreement Regarding Reimbursement for Offsite Improvements entered into by and between FCD and U.S. Development Land, LLC recorded in the Pima County Recorder's office on December 30, 2008 at Docket 13464, Page 254 (Sequence 20082520073).~~

~~d. Any and all obligations under that certain Intergovernmental Agreement entered into by and between the VFCFD and the Town recorded in the Pima County Recorder's office on August 8, 2018 at Sequence 20182200091.~~

8. *Dissolution of the VFCFD*. The Owners hereby consent to dissolution of the VFCFD. Nothing in this Agreement shall preclude the Owners or their successors in interest from seeking the formation of a new community facilities district on all or any portion of the Subject Property.

9. *Minimum transportation infrastructure by block*. In addition to any subdivision infrastructure required by an individual subdivision assurance agreement pertaining to the resubdivision of a particular block, as provided by the Parcel Developer of the particular block, the following block plat transportation infrastructure shall be substantially completed before lots are sold within the following blocks:

a. Block 1 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.a.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

b. Block 2 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the then-existing Moore Road to the segment of Lon Adams Road described in subparagraph 9.b.i above.

c. Block 3 of the Vanderbilt Farms Re-Plat: Clark Farms Boulevard from the then-existing Moore Road to the western boundary of Block 3.

d. Block 4 of the Vanderbilt Farms Re-Plat: None. (Block 4 is 0.09 acres—too small to accommodate development. The Parties anticipate that it will be gift-deeded to the Town.)

e. Block 5 of the Vanderbilt Farms Re-Plat: The realigned Moore Road along the northwest boundary of Block 5, tying into then-existing Moore Road on the west and tying into the Interstate 10 Frontage Road on the east.

f. Block 6 of the Vanderbilt Farms Re-Plat:

i. The realigned Moore Road along the southeast boundary of Block 6, tying into then-existing Moore Road on the west and tying into the Interstate 10 Frontage Road on the east.

ii. Clark Farms Boulevard from realigned Moore Road to the western boundary of Block 7 (the Postvale Road licensed area of paragraph 17 below).

g. Block 7 of the Vanderbilt Farms Re-Plat: Clark Farms Boulevard from the then-existing Moore Road to the western boundary of Block 7 (the Postvale Road licensed area of paragraph 17 below).

h. Block 8 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.h.i above to the eastern boundary of Block 8 (the Postvale Road licensed area of paragraph 17 below).

i. Block 9 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.i.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

j. Block 10 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the east boundary of Block 10 to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

k. Block 11A of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.k.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

l. Block 11 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.l.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

m. Block 12 of the Vanderbilt Farms Re-Plat:

i. Civic Center Drive from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the east boundary of Block 12 to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

n. Block 13 of the Vanderbilt Farms Re-Plat:

i. Civic Center Drive from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Existing western terminus of Clark Farms Boulevard tie-in to the Civic Center Drive intersection.

Nothing contained in this paragraph 9 will be deemed to prevent the Owners and/or the respective Parcel Developers from entering into one or more recorded cost allocation and reimbursement agreements with respect to the infrastructure obligations outlined above; however, these cost allocation and reimbursement agreements shall not alter the infrastructure obligation requirements of the Town as outlined above.

10. *Drainage infrastructure*. The drainageway land dedicated by and located along the north boundary of the Original Vanderbilt Farms Block Plat, known as the Barnett Channel, does not yet tie in to the Santa Cruz River and is not yet a drainage channel. In lieu of on-site detention and retention requirements, individual blocks of the Vanderbilt Farms Re-Plat shall be permitted to drain into the Barnett Channel area, and to use the Barnett Channel area for retention/detention, subject to engineering and hydrology approval. Upon completion of the Town's Barnett Channel project, any on-site retention and detention requirements will be satisfied by draining the site into the Barnett Channel.

11. *Barnett Channel dirt*. Parcel Developers of individual blocks of the Vanderbilt Farms Re-Plat may at their own cost and using their own contractor excavate dirt from

the Barnett Channel for use in connection with the development of the block, provided that the excavation is consistent with the ultimate design of the Barnett Channel and has not previously been excavated. The Parcel Developer shall demonstrate to the satisfaction of the Town Engineer that the resulting pit will drain within 36 hours. Nothing in this paragraph or in this Agreement shall be interpreted to require the Owners (including Parcel Developers of individual blocks of the Vanderbilt Farms Re-Plat) to construct drainage improvements in Barnett Channel.

12. *Sewers*.

a. *Offsite sewer*. Each connection to the T/D Gravity Sewer shall be responsible for payment of the protected facility charge of $519.67 per EDU for its fair-share portion of the Town's cost to construct the T/D Gravity Sewer, payable upon application for a building permit for construction to be connected to the T/D Gravity Sewer.

b. *Offsite conveyance capacity*. As of the date of this Agreement, the offsite sewer conveyance system serving the Subject Property has line capacity limitations that are discussed in the 2017 Sewer Impact Fee Infrastructure Improvement Plan adopted by Marana Resolution No. 2017-090 dated September 19, 2017. These conveyance capacity limitations are currently scheduled to be remedied by a development impact fee-funded Town construction project in the year 2021. When the Town determines that the sewer conveyance system has reached its capacity, no further sewer connections will be permitted unless and until the line capacity limitations have been remedied. The Town will notify the Owners and each applicable owner of a block within the Subject Property if and when the rate of development upstream of the line capacity limitations causes the Town to believe that the conveyance system may reach its capacity before the development impact fee-funded Town construction project is expected to be completed. The Town will make every reasonable effort to provide the notification early enough to allow the Owners, Parcel Developers, and other members of the development community to avoid a temporary interruption of sewer connections by advancing the construction at their own cost.

c. *Onsite sewers*. Each respective Parcel Developer shall construct onsite sewers associated with the development of its individual block or blocks of the Vanderbilt Farms Re-Plat pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments mutually agreed upon between the Town and the Parcel Developer of the individual block.

13. *Water infrastructure*.

a. *Onsite potable water distribution system.* The Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat shall construct onsite potable water distribution infrastructure associated with the development of its individual block of Vanderbilt

Farms pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments mutually agreed upon between the Town and the Parcel Developer of the individual block.

b. *Transfer of grandfathered water rights.* After the termination of farming activities and before development of one or more individual blocks of the Subject Property, the Owners and/or the Parcel Developer shall assign to the Town every portion of its Irrigation or Type 1 Non-irrigation Grandfathered Groundwater Rights or Type II Non-irrigation Groundwater Rights as those are defined by law as may be appurtenant to the property, and to execute and deliver all forms necessary to effect the transfer of these water rights to the Town concurrently with the assignment.

c. *Non-potable system*. The Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat (except 0.09-acre Block 4) shall develop and construct a secondary non-potable irrigation system, dedicated to the Cortaro-Marana Irrigation District in accordance with its requirements, to distribute non-potable water to common areas and other landscaped areas owned or to be owned by the homeowners' association serving the individual block of the Vanderbilt Farms Re-Plat.

d. *Rancho Marana Non-Potable Water Facilities protected facility charge*. The $174,247.00 fair-share contribution toward the Rancho Marana Non-Potable Water Facilities is divided among developable blocks of the Subject Property in proportion to each block's size, as follows (with the "NP Contribution" column signifying how much is owed for that individual block of the Vanderbilt Farms Re-Plat):

Description	Size (acres)	NP Contribution
Block 1	62.64	$31,010.69
Block 2	83.91	$41,540.66
Block 3	25.52	$12,633.98
Block 5	21.53	$10,658.69
Block 6	40.15	$19,876.74
Block 7	23.20	$11,485.44
Block 8	22.70	$11,237.91
Block 9	11.60	$5,742.72
Block 10	8.18	$4,049.61
Block 11	11.89	$5,886.29
Block 11A	4.43	$2,193.13
Block 12	15.42	$7,633.86
Block 13	20.80	$10,297.29
Total	351.97	$174,247.01

For residential projects, the total Rancho Marana Non-Potable Water Facilities protected facility charge for a particular block of the Vanderbilt Farms Re-Plat will be divided by

the number of subdivision lots in the block, and the resulting protected facility charge per lot will be payable when the building permit is issued for the home on the lot. For non-residential or multi-family projects, the $495.06 per acre protected facility charge will be payable when the building permit for the non-residential building is issued.

14. *Development impact fees*. Nothing in this Agreement shall be construed as a waiver or reduction of development impact fees properly adopted by the Town pursuant to A.R.S. § 9-463.05 and applicable to the Subject Property. All development within the Subject Property shall be responsible to pay all applicable development impact fees existing as of the time of building permit application. As of the date of this Agreement (and subject to amendment by the Marana Town Council), the following development impact fees apply to development within the Subject Property:

a. *Northwest Street Facilities Development Impact Fee*. The Town's current Northwest Street Facilities Development Impact Fee is $3,719 per equivalent demand unit (EDU), per Marana Ordinance No. 2017.029.

b. *Parks and Recreation Facilities Development Impact Fee*. The Town's current Parks and Recreation Facilities Development Impact Fee is $2,461 per equivalent demand unit (EDU) per Marana Ordinance Nos. 2014.012 and 2017.029.

c. *Lower Santa Cruz River Levee Fee*. The Town's current Lower Santa Cruz River Levee Fee is $500 per acre, as originally adopted by Marana Ordinance No. 99.02, and as described in Section 4 of Marana Ordinance no. 2014.012 and in Section 6 of Marana Ordinance no. 2017.029.

d. *Water Infrastructure Development Impact Fee*. The Town's current Water Infrastructure Development Impact Fee is $2,331 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

e. *Water Resources Development Impact Fee*. The Town's current Water Resources Development Impact Fee is $3,050 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

f. *Wastewater Facilities Development Impact Fee*. The Town's current Wastewater Facilities Development Impact Fee is $3,930 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

15. *Onsite private recreational facilities*. Within each platted individual block of Vanderbilt Farms, private recreational facilities shall be constructed on a site of not less than 185 square feet per residential unit. Site and facility design shall be approved by the Marana Parks and Recreation Director and the Marana Planning Director.

16. *School improvement contribution*. A $1,200 per subdivided residential lot contribution (the "School Improvement Contribution") shall be due and payable at the time building permits are issued for each residential lot within the Subject Property. The Town shall grant to a Parcel Developer credit against the School Improvement Contribution for (i) Town approved educated-related equipment donated by the Parcel Developer and for (ii) Town approved real property donated by the Parcel Developer (to be valued at $25,000.00 per acre). Eligibility of improvements to receive credit shall be determined by the Town Manager.

17. *Postvale Road license*. PEI hereby grants the Town a license to use as a public road the 60 foot right of way of Postvale Road abandoned by the Vanderbilt Farms Re-Plat along the east boundary of Block 8 and the west boundary of Block 7 and the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2. PEI confirms that the Town has used the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2 as a public roadway since the recording of the Original Vanderbilt Block Plat with the permission of PEI and its predecessor in interest. The Town's license automatically terminates as to each licensed portion of Postvale Road when its pavement is removed. PEI shall remove the pavement of licensed Postvale Road no later than upon written direction by the Marana Town Engineer and no earlier than upon completion and opening to the public of one of the following: (i) Clark Farms Road from Moore Road to a completed Lon Adams Road south to Moore Road, (ii) Clark Farms Road from Moore Road to a completed Lon Adams Road north to Barnett Road, or (iii) Clark Farms Road from Moore Road to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

18. *Prop 207 Waivers*. By signing this Agreement, FCD and PEI waive any and all rights to make a claim for diminution in value under the Private Property Rights Protection Act, A.R.S. § 12-1131 *et seq*., resulting from this Agreement, or resulting from remedies resulting from enforcing the terms of this Agreement.

19. *Term*. This Agreement shall become effective (the "Effective Date") upon the later of (i) its date of recording pursuant to paragraph 27 below and (ii) the effective date of the resolution approving and authorizing the Mayor to sign this Agreement. The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the 20th anniversary of the Effective Date.

20. *Development regulations*. The Subject Property shall be governed by the Rancho Marana West Specific Plan Amendment and this Agreement. The Marana Land Development Code, including the written rules, regulations, substantive procedures, and policies relating to development of land, adopted or approved by the Mayor and Council (collectively the "Marana Development Code") in effect on the Effective Date shall apply to the

extent not covered by Rancho Marana West Specific Plan Amendment or this Agreement. The requirements of this paragraph are collectively referred to as the "Development Regulations." In the event of any express conflict, the following rules shall apply:

a. The Rancho Marana West Specific Plan Amendment shall control over the terms of the Marana Development Code on all matters.

b. The Rancho Marana West Specific Plan Amendment as amended by the Marana Development Code shall control over the terms of this Agreement as to any zoning or other legislative matter.

c. This Agreement shall control over the terms of Rancho Marana West Specific Plan Amendment and the Marana Development Code as to any administrative or procedural matter.

21. *Development review*. The Subject Property shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Subject Property. Upon the Parcel Developer's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for the Subject Property as may be requested by the Parcel Developer.

22. *Town review and approval of plans*. The development and construction of the Subject Property and all public and private infrastructure related to it are subject to the Town's normal plan submittal, review and approval procedures and construction inspection requirements.

23. *No partnership or joint venture*. Nothing in this Agreement shall be understood or construed to create or imply a partnership or joint venture between or among the Owners and the Town.

24. *Other development agreements*. Nothing in this Agreement shall preclude FCD or PEI or their successors in interest from individually entering into one or more additional development agreements with the Town to facilitate development on the real property owned by FCD or PEI.

25. *Cooperation and alternative dispute resolution*.

a. *Appointment of representatives*. To further the commitment of the Parties to cooperate in the development of the Subject Property and the construction of the public improvements discussed in this Agreement, the Town, the Owners, and each Parcel Developer shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owners. The initial representative for the Town (the "Town Representative") shall be the Town Manager, and the initial representative for the Owners shall be Donald M. Edwards or a replacement to be selected by the Owners. The representatives shall be available at all reasonable times to discuss

and review the performance of the Parties in the development of the Subject Property and the construction of public improvements needed to serve the Subject Property.

b. *Non-performance; remedies*. If any Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, any other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 26 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. The Parties agree that due to the size, nature and scope of the Subject Property, and due to the fact that it may not be practical or possible to restore the property to its condition prior to development, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the non-performance of a covenant contained in this Agreement. This paragraph shall not limit any contract or other rights, remedies, or causes of action that any Party may have at law or in equity.

c. *Mediation*. If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Owners (collectively) and/or the applicable Parcel Developer and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Owners and/or the applicable Parcel Developer shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally (half and half) between the Town and the Owners and/or the applicable Parcel Developer. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

d. *Arbitration*. After mediation, as provided for in subparagraph 25.c above, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by the Town and the Owners and/or the applicable Parcel Developer to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq*., and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

e. *Disputes regarding individual blocks*. Disputes related to the development of a particular block of the Subject Property need only include the applicable Parcel Developer and the Town, but the Owners and the Parcel Developers of other blocks may participate in the dispute if they can show that their interests will be affected by the dispute or its outcome.

26. *Notices*. All notices, requests and other communications under this Agreement shall be given in writing and either (i) personally served on the party to whom it is given, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as Federal Express or Airborne, addressed as follows:

If to the Town:

TOWN OF MARANA
11555 W. Civic Center Drive, Bldg. A3
Marana, Arizona 85653-7006
Telephone: (520) 382-1900

If to FCD or PEI:

Richard L. Anderson, Manager
FCD MARANA VENTURE I, L.L.C.
PEI CAPITAL VENTURE I, L.L.C.
2002 East Ranch Road
Tempe, AZ 85284

With copies to:

Donald M. Edwards, Manager
FCD MARANA VENTURE I, L.L.C.
PEI CAPITAL VENTURE I, L.L.C.
333 East Osborn Road Suite 260
Phoenix, AZ 85012

and

Lynn T. Ziolko, Esq.
KUTAK ROCK LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, AZ 85253
Telephone: (480) 429-5000

All notices shall be deemed given when delivered or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of deposit with the courier. Any party may change its address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this paragraph. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

27. *Recordation*. After this Agreement has been executed by the Parties, the Town shall, as concurrently as reasonably possible, record this Agreement in the office of the Pima County Recorder.

28. *Miscellaneous*.

a. This Agreement may not be modified except in a writing signed by the Parties.

b. Time is of the essence of this Agreement.

c. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

d. If any Party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs consistent with A.R.S. § 12-341.01.

e. This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and this Agreement may be executed by the affixing of the signature pages, and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single signature page.

f. Exhibits referred to in and attached to this Agreement are incorporated by reference as if set forth in full in the text of this Agreement.

g. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that (i) upon the conveyance of all of the Owners' holdings in the Subject Property to a single grantee, the Owners shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee; and (ii) in no event shall this Agreement be binding on or burden the property of a purchaser of a home on the Subject Property.

h. The Town and the Owners agree to reasonably cooperate to terminate or modify, as applicable, any recorded documents affected by the terms and conditions of this Agreement.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures, with an Effective Date determined as set forth in paragraph 19 above.

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

THE "OWNERS":

FCD MARANA VENTURE I, L.L.C. ("FCD"), an Arizona limited liability company

By: _____
~~Richard L. Anderson, Manager~~

~~Date: _____~~

~~By: _____~~
Donald M. Edwards, Manager

Date: _____

PEI CAPITAL VENTURE I, L.L.C. ("PEI"), an Arizona limited liability company

By: _____
~~Richard L. Anderson, Manager~~

~~Date: _____~~

~~By: _____~~
Donald M. Edwards, Manager

Date: _____

STATE OF ARIZONA)
ss.
~~County of Maricopa)~~

~~The foregoing instrument was acknowledged before me on _____, 2020, by Richard L. Anderson, Manager of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.~~

~~(Seal)~~

_____
~~Notary Public~~

~~STATE OF ARIZONA)~~
~~ss~~
County of Maricopa)

The foregoing instrument was acknowledged before me on _____, 2020, by Donald M. Edwards, Manager of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss.
~~County of Maricopa)~~

~~The foregoing instrument was acknowledged before me on _____, 2020, by Richard L. Anderson, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.~~

~~(Seal)~~

_____
~~Notary Public~~

~~STATE OF ARIZONA)~~
~~ss~~
County of Maricopa)

The foregoing instrument was acknowledged before me on _____, 2020, by Donald M. Edwards, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)

_____
Notary Public

LIST OF EXHIBITS

Exhibit A — April 18, 2019 administrative change, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero

Exhibit B — March 24, 2020 administrative change, relocating the "Commercial I" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the "High Density Residential" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9

Council-Special Meeting **A3**

Meeting Date: 06/23/2020

To: Mayor and Council

Submitted For: Brian Varney, Senior Planner

From: Frank Cassidy, Town Attorney

Date: June 23, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-059: Relating to Development; approving the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A located south of Barnett Road, north of Moore Road and east of Sandario Road (Brian D. Varney)

Discussion:

This item was originally submitted for consideration at the Council's June 2 meeting, but was continued to allow time to address a Council concern that Farm Field Five residents not be burdened with Vanderbilt Farms CFD debt. That issue has now been resolved by the proposed dissolution of the Vanderbilt Farms CFD, which is accomplished by items on tonight's agendas of the Marana Town Council and the Vanderbilt Farms Community Facilities District Board of Directors.

The only substantive change to the Re-Plat of the Vanderbilt Farms Final Block Plat from the version presented to the Council on June 2 is the deletion of plat note #27, which dealt with the Vanderbilt Farms CFD and is no longer needed. To avoid the need for the plat mylar to be re-signed by everyone, the subdividers have authorized Town staff to hand-strike plat note #27, which will be done before recording.

Additional information about the plat and the property was provided in the backup materials for the June 2 Council meeting.

Staff Recommendation:

Staff has reviewed the proposed re-plat against the requirements of the Rancho Marana West Specific Plan Amendment (Marana Ordinance No. 2005.05), the Marana Land Development Code, Town Code, Marana General Plan, and the draft Amended and Restated Vanderbilt Farms Development Agreement. The proposed re-plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2020-059, approving the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A.

Attachments

Resolution No. 2020-059

Vanderbilt Farms Block Plat Re-Plat

MARANA RESOLUTION NO. 2020-059

RELATING TO DEVELOPMENT; APPROVING THE RE-PLAT OF FINAL BLOCK PLAT VANDERBILT FARMS BLOCKS 1 THRU 13 & 11A LOCATED SOUTH OF BARNETT ROAD, NORTH OF MOORE ROAD AND EAST OF SANDARIO ROAD

WHEREAS the Rancho Marana West Specific Plan Amendment was approved by the Town Council on February 15, 2005 by the adoption of Marana Ordinance No. 2005.05;

WHEREAS the Vanderbilt Blocks 1 thru 13 Final Block Plat (the "Original Vanderbilt Block Plat") was approved by the Town Council on February 15, 2005 by the adoption of Resolution No. 2005-20; and

WHEREAS The WLB Group, Inc., representing FCD Marana Venture I, L.L.C. and PEI Capital Venture I, L.L.C., the property owners, has applied for approval of the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 and 11A (the "Vanderbilt Re-Plat") within Section 26 and Section 27, Township 11 South, Range 11 East; and

WHEREAS, to accommodate reconfiguration and realignment of various roadways and the Barnett Channel drainageway to conform to the Town's General Plan, the public rights-of-way (roadways and drainageway) as shown on the Original Vanderbilt Block Plat are proposed to be abandoned pursuant to A.R.S. 28-7203 in exchange for the public rights-of-way (roadways and drainageway) as shown on the Vanderbilt Re-Plat; and

WHEREAS the portion of Postvale Road between Moore Road and Clark Farms Boulevard was abandoned by the Original Vanderbilt Block Plat, but has remained in continuous operation as a public road; and the portion of Postvale Road between Clark Farms Boulevard and Barnett Road is proposed to be abandoned by the Vanderbilt Re-Plat but remain in operation as a public road; and the underlying property owner proposes to grant to the Town of Marana a license to use Postvale Road as a public road until portions of Lon Adams Road and Clark Farms Boulevard are constructed and open to the public between Moore Road and Barnett Road, as more specifically described and set forth in the Amended and Restated Vanderbilt Farms Development Agreement approved by separate resolution on tonight's Town Council agenda; and

WHEREAS the Mayor and Town Council, at its June 2, 2020 meeting, determined that the Vanderbilt Re-Plat and the proposed public right-of-way (roadways and drainageway) exchange and Postvale Road license reflected in it should be approved.

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

SECTION 1. The Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 and 11A (the "Vanderbilt Re-Plat") is hereby approved.

SECTION 2. The public rights-of-way (roadways and drainageway) as shown on the Original Vanderbilt Block Plat are hereby abandoned pursuant to A.R.S. 28-7203 in exchange for the public rights-of-way (roadways and drainageway) as shown on the Vanderbilt Re-Plat.

SECTION 3. The Town of Marana accepts a license from the underlying property owner to use and operate Postvale Road as a public road until portions of Lon Adams Road and Clark Farms Boulevard are constructed and open to the public between Moore Road and Barnett Road, as more specifically described and set forth in the Amended and Restated Vanderbilt Farms Development Agreement approved by separate resolution on tonight's Town Council agenda.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 23rd day of June, 2020.

_____
Mayor Ed Honea

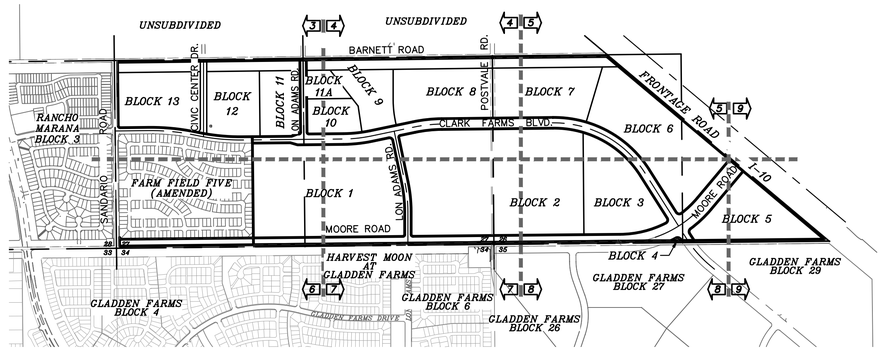
ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A



SCALE: 1"=1000'

SHEET INDEX

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS 425.536 AC ; 18,536,348 SQ.FT.±
2. THE EXISTING ZONING IS ZONE F, (SPECIFIC PLAN) THIS PLAT IS SUBJECT TO THE STANDARDS AND REGULATIONS OF OF THE RANCHO MARANA WEST SPECIFIC PLAN AMENDMENT ADOPTED BY MARANA ORDINANCE 2005.05.
3. THE NUMBER OF BLOCKS IS 14.
4. THE BASIS OF BEARING: THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, T-11-S, R-11-E, GILA AND SALT MERIDIAN, PIMA COUNTY, ARIZONA, AS RECORDED IN GLADDEN FARMS BOOK 55 OF MAP AND PLATS, PAGE 60, SAID BEARING BEING N89°25'06"E.
5. BASIS OF ELEVATION: PROVIDED BY P.C.D.O.T. AND FLOOD CONTROL AS USED FOR SAID SANTA CRUZ RIVER PLAIN, BEING 1/2" REBAR P.C.D.O.T. REF. NO. 8. ELEVATION IS 1989.74. (PROJECT BENCHMARK IS SOUTHWEST CORNER OF SAID SECTION 28, BRASS CAP IN CASTING, ELEVATION 1991.68 NAVD88).
6. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
7. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
8. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
9. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTALS LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
10. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
11. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
12. TOTAL MILES OF NEW PUBLIC STREETS IS 3.8 MI. (ALL STREETS ARE PUBLIC.) PORTIONS OF THE PUBLIC RIGHT-OF-WAY DEDICATED BY THE PREVIOUS PLAT, RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT BOOK 60 OF MAPS AND PLATS, PAGE 7, ARE BEING ABANDONED IN EXCHANGE FOR NEW PUBLIC ROADWAYS AS SHOWN ON THIS PLAT AND AS INDICATED IN THE MARANA TOWN COUNCIL RESOLUTION APPROVING THIS PLAT
13. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
14. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
15. FOR COMPLIANCE WITH THE FEDERAL MIGRATORY BIRD TREATY ACT OF 1918 AND THE STATE LAW TITLES 17-101 AND 17-235, IF GRADING CREWS FIND A BURROWING OWL DURING GROUND DISTURBING ACTIVITIES, PLEASE CALL THE ARIZONA GAME AND FISH DEPARTMENTS AT (520) 628-5375. THEY WILL COME OUT AND RELOCATED THE BIRDS(S) OFFSITE.
16. ALL DEVELOPMENT WITHIN THE PROJECT AREA WILL COMPLY WITH THE TOWN OF MARANA REQUIREMENTS FOR UNDERGROUNDING CORTARO-MARANA IRRIGATION DISTRICT FACILITIES.
17. ALL NEW UTILITIES SERVING THIS SUBDIVISION SHALL BE UNDERGROUND.
18. POTENTIAL BUYERS WILL BE NOTIFIED OF THE PROXIMITY OF THE MARANA NORTHWEST REGIONAL AIRPORT AND THE POTENTIAL WASTEWATER PLANT NORTH OF AVRA VALLEY ROAD VIA THE FINAL PLAT NOTES FOR ALL DEVELOPMENT PARCELS. ADDITIONAL RESTRICTIONS RELATED TO THE AIRPORT MAY BE PROMULGATED BY THE TOWN. AN AVIGATION EASEMENT SHALL BE RECORDED FOR THIS PROPERTY, AND DISCLOSED ON THE PUBLIC REPORT.
19. LANDS WITHIN THIS PROJECT WILL CONTINUE TO BE SUBJECT TO TAX AND/OR ASSESSMENTS BY THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS ASSOCIATION.
20. CMID IS UNDER NO OBLIGATION, NOR ARE THERE ANY PLANS TO REPLACE OPEN CANALS ON SURROUNDING PROPERTIES OR ELSEWHERE.
21. RELOCATION OF OPEN IRRIGATION DITCHES/CANALS IS A REQUIREMENT OF CMID AND THE TOWN OF MARANA (ORDINANCE NO. 91.22). ALL EXISTING CANALS/DITCHES ADJOINING THIS PROJECT SHALL BE RELOCATED UNDERGROUND PRIOR TO OCCUPANCY TO THE PROJECT. ALL NEW INFRASTRUCTURE WILL BE ENGINEERED AND CONSTRUCTED TO CMID AND TOWN OF MARANA STANDARDS.
22. A PERMIT AND LICENSE SHALL BE OBTAINED FROM CMID PRIOR TO CONSTRUCTION ACTIVITY OR DISTURBANCE WITHIN CMID PROPERTY.
23. RELOCATION AND PROTECTION OF CMID PROPERTIES SHALL BE AT NO EXPENSE TO THE DISTRICT. ADDITIONAL LAND MUST BE DEEDED TO THE DISTRICT WHERE NECESSARY TO ALLOW FOR A MINIMUM OF A 25-FOOT WIDE STRIP OF LAND OVER ALL CMID INFRASTRUCTURE.
24. CONSTRUCTION OF THIS PROJECT MUST BE SCHEDULED TO AVOID ANY INTERRUPTIONS IN CMID IRRIGATION WATER SERVICE. ALL INTERRUPTIONS SHALL BE COORDINATED WITH CMID AND APPROVED BY THE DISTRICT MANAGER PRIOR TO THEIR OCCURRENCE.
25. CMID PROPERTY, EASEMENTS, OR R/W SHALL NOT BECOME A COMPONENT OF ANY DRAINAGE SOLUTION AND MUST MAINTAIN CURRENT ELEVATIONS UNLESS OTHERWISE APPROVED OR DESIRED BY CMID.
26. ENGINEERING AND CONSTRUCTION OF THIS PROJECT SHALL ENSURE FUTURE ACCESS IS MAINTAINED TO CMID PROPERTY, EASEMENTS, AND INFRASTRUCTURE.
27. THE SUBDIVIDING LAND OWNERS DESIGNATED ON THIS PLAT AND THEIR SUCCESSORS IN INTEREST RETAIN AN INTEREST IN REAL PROPERTY IN OR UPON WHICH WHAT WOULD BE 'PUBLIC INFRASTRUCTURE' (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED) MAY BE CONSTRUCTED AS DESCRIBED ON THIS FINAL BLOCK PLAT AND ANY SUBDIVISION PLATS FILED FOR ANY OF THE INDIVIDUAL BLOCKS SHOWN ON THIS FINAL BLOCK PLAT. PURSUANT TO THE DISTRICT DEVELOPMENT, FINANCING, PARTICIPATION, AND INTERGOVERNMENTAL AGREEMENT (VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT) DATED AS OF APRIL 1, 2005 (AS AMENDED, THE 'VFCFD DA'), IF THE PUBLIC INFRASTRUCTURE IS CONSTRUCTED PURSUANT TO THE VFCFD DA, THE INTEREST AND THE PUBLIC INFRASTRUCTURE MAY BE ACQUIRED BY THE VANDERBILT FARMS COMMUNITY FACILITY DISTRICT ('VFCFD') PURSUANT TO THE VFCFD DA. NOTHING CONTAINED IN THIS PLAT WILL BE DEEMED TO OBLIGATE THE SUBDIVIDING LAND OWNERS TO SELL THE VFCFD SUCH INTEREST AND PUBLIC INFRASTRUCTURE.
28. THE PORTION OF POSTVALE ROAD LOCATED BETWEEN BARNETT ROAD AND CLARK FARMS BOULEVARD AS SHOWN ON THE ORIGINAL VANDERBILT FARMS BLOCK PLAT (SPECIFICALLY, THE PORTION LOCATED ALONG THE EAST BOUNDARY OF BLOCK 8 AND THE WEST BOUNDARY OF BLOCK 7) IS HEREBY VACATED PURSUANT TO A.R.S. § 28-7203 IN EXCHANGE FOR THE NEW PUBLIC RIGHT-OF-WAY DEDICATED BY THIS PLAT. THE PORTION OF POSTVALE ROAD LOCATED BETWEEN CLARK FARMS BOULEVARD AND MOORE ROAD (THROUGH THE MIDDLE OF BLOCK 2) WAS ABANDONED BY THE ORIGINAL VANDERBILT FARMS BLOCK PLAT, BUT HAS BEEN IN CONTINUOUS OPERATION AS A PUBLIC ROAD AT ALL TIMES AFTERWARD. PURSUANT TO THIS PLAT AND AS INDICATED IN THE MARANA TOWN COUNCIL RESOLUTION APPROVING THIS PLAT, SUBDIVIDERS HEREBY GRANT THE TOWN A LICENSE TO USE AS A PUBLIC ROAD THE 60 FOOT RIGHT OF WAY OF POSTVALE ROAD BEING ABANDONED BY THIS PLAT ALONG THE EAST BOUNDARY OF BLOCK 8 AND THE WEST BOUNDARY OF BLOCK 7 AND THE 60-FOOT FORMER RIGHT-OF-WAY OF POSTVALE ROAD ABANDONED BY THE ORIGINAL VANDERBILT FARMS BLOCK PLAT THROUGH THE MIDDLE OF BLOCK 2. SUBDIVIDERS HEREBY CONFIRM THAT THE TOWN HAS USED THE 60-FOOT FORMER RIGHT-OF-WAY OF POSTVALE ROAD ABANDONED BY THE ORIGINAL VANDERBILT FARMS BLOCK PLAT THROUGH THE MIDDLE OF BLOCK 2 AS A PUBLIC ROADWAY SINCE THE RECORDING OF THE ORIGINAL VANDERBILT BLOCK PLAT WITH THE PERMISSION OF SUBDIVIDERS AND THEIR PREDECESSOR IN INTEREST. THE TOWN'S LICENSE AUTOMATICALLY TERMINATES AS TO EACH LICENSED PORTION OF POSTVALE ROAD WHEN ITS PAVEMENT IS REMOVED. REMOVAL OF THE PAVEMENT OF LICENSED POSTVALE ROAD SHALL OCCUR AS SET FORTH IN THE CONCURRENTLY RECORDED AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT.
29. BY ITS APPROVAL OF THIS PLAT, THE MARANA TOWN COUNCIL VACATES THE BARNETT CHANNEL PUBLIC DRAINAGEWAY AS SHOWN ON THE FINAL BLOCK PLAT OF VANDERBILT BLOCKS 1 THRU 13, RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT BOOK 60 OF MAPS AND PLATS, PAGE 7, IN EXCHANGE FOR THE RECONFIGURED BARNETT CHANNEL PUBLIC DRAINAGEWAY AS SHOWN ON THIS PLAT.
30. THIS PROPERTY IS SUBJECT TO AVIGATION EASEMENTS PER DOCKET 12953, PAGE 3321 AND DOCKET 12953, PAGE 3326, PIMA COUNTY RECORDS

RECORDING DATA

STATE OF ARIZONA) FEE _____
) SS
COUNTY OF PIMA) No. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE WLB GROUP, INC., ON THIS _____ DAY OF _____, 20___, AT _____ M. IN SEQUENCE NO._____, THEREOF.

F. ANN RODRIGUEZ, PIMA COUNTY RECORDER

BY: _____
DEPUTY FOR PIMA COUNTY RECORDER DATE

The WLB Group INC. **WLB**

Engineering • Planning • Surveying
Landscape Architecture • Urban Design

Offices located in: Tucson , Phoenix, Flagstaff, and Las Vegas, NV. 1600 W Broadway Rd, Ste. 150 Tempe Az. 85282 PH.(480) 736-1600

APPROVALS

TOWN OF MARANA APPROVALS:

MARANA DEVELOPMENT SERVICES DIRECTOR _____ DATE _____

MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER _____ DATE _____

MARANA WATER DIRECTOR _____ DATE _____

ASSURED WATER SUPPLY

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

By: _____ _____
MARANA WATER DIRECTOR DATE

ASSURANCES

ASSURANCES IN THE FORM OF _____ FROM _____ AS RECORDED IN SEQUENCE NUMBER_____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ DATE: _____
TOWN OF MARANA

CERTIFICATION

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

_____
PETER D. COTE, R.L.S. NO. 44121

REGISTERED LAND SURVEYOR CERTIFICATE NO. 44121 PETER D. COTE Date Signed 4/21/20 ARIZONA U.S.A.

FLOOD ZONE DESIGNATION

REVIEW OF THE FEMA FLOOD INSURANCE RATE MAPS 04019C1030L AND 04019C1035L, DATED JUNE 6, 2011 AS PUBLISHED BY THE FEMA EMERGENCY MANAGEMENT AGENCY (FEMA) SHOW THAT THE PROJECT SITE LIES WHOLLY WITHIN FLOOD ZONE "X".

ZONE "X" IS DEFINED BY FEMA AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD OR AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM THE 1% ANNUAL CHANCE FLOOD.

_____
JONATHAN D JOYCE P.E. #37860

Registered Professional Engineer (Civil) CERTIFICATE NO. 37860 JONATHAN D. JOYCE Date Signed 4/21/20 ARIZONA U.S.A.

CERTIFICATION

I, _____ , CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF_____ ,2020.

_____ _____
CLERK OF THE TOWN OF MARANA DATE

DEDICATION

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

WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, AND DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. PORTIONS OF THE PUBLIC RIGHT-OF-WAY DEDICATED BY THE PREVIOUS PLAT, RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT BOOK 60 OF MAPS AND PLATS, PAGE 7, ARE BEING ABANDONED AS SHOWN ON THIS PLAT AND AS INDICATED IN THE MARANA TOWN COUNCIL RESOLUTION APPROVING THIS PLAT. UTILITY EASEMENTS AS SHOWN ON THIS PLAT, ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

AS TO BLOCKS 2 THROUGH 10:
TITLE SECURITY AGENCY, LLC., A DELAWARE LIMITED LIABILITY COMPANY.
AS TRUSTEE UNDER TRUST No. 202010-R AND NOT PERSONALLY.

BY: _____ _____
DIANE L. SLOANE, TRUST OFFICER DATE

BENEFICIARY OF TRUST NO. 202010-R:
PEI CAPITAL VENTURE I., L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY.

STATE OF ARIZONA)
)SS.
COUNTY OF PIMA)

ON THIS THE _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED WHO ACKNOWLEDGED HERSELF TO BE TRUST OFFICER OF LAWYERS TITLE AGENCY OF ARIZONA, LLC, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY HERSELF AS TRUST OFFICER.

_____ _____
MY COMMISSION EXPIRES: *NOTARY PUBLIC*

AS TO BLOCKS 1, 11, 11A, 12, AND 13:
TITLE SECURITY AGENCY, LLC., A DELAWARE LIMITED LIABILITY COMPANY,
AS TRUSTEE UNDER TRUST No. 202011-R AND NOT PERSONALLY.

BY: _____ _____
DIANE L. SLOANE, TRUST OFFICER DATE

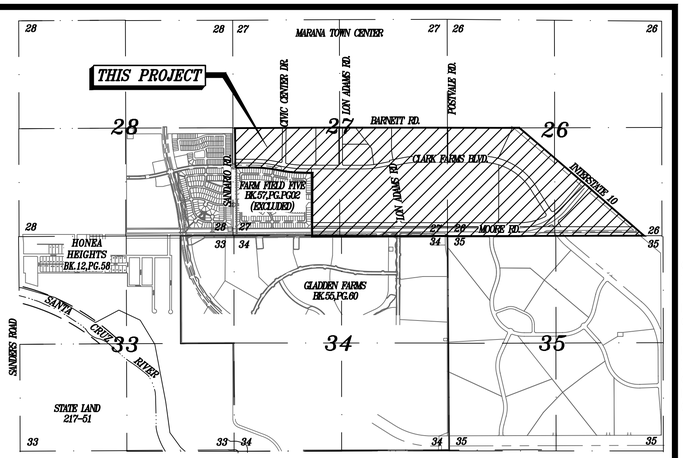
BENEFICIARY OF TRUST NO. 202011-R:
FCD MARANA VENTURE 1, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY.

STATE OF ARIZONA)
)SS.
COUNTY OF PIMA)

ON THIS THE _____ DAY OF _____, 2020 , BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED WHO ACKNOWLEDGED HERSELF TO BE TRUST OFFICER OF LAWYERS TITLE AGENCY OF ARIZONA, LLC, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY HERSELF AS TRUST OFFICER.

_____ _____
MY COMMISSION EXPIRES: *NOTARY PUBLIC*

ADMINISTRATIVE ADDRESS: 11219W BARNETT RD, MARANA 85653



SCALE: 3" = 1 MILE

LOCATION MAP

BEING A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27
TOWNSHIP 11 SOUTH, RANGE 11 EAST,
GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA,
PIMA COUNTY, ARIZONA

OWNER

LANDMARK TITLE TR 18106 & TR 18107

ATTN: PEI CAPITAL VENTURE I
333 E OSBORN RD STE 260
PHOENIX AZ 85012-2375

ATTN: FCD MARANA VENTURE I
333 E OSBORN RD STE 260
PHOENIX AZ 85012-2375

DEVELOPER

PEI CAPITOL VENTURE 1, LLC
AN ARIZONA LIMITED LIABILITY COMPANY
333 E. OSBORN RD., SUITE 260
PHOENIX, ARIZONA 85012
DONALD M. EDWARD, MANAGER
PHONE: 602-285-0500

LEGEND OF ZONING

MDR	-MEDIUM DENSITY RESIDENTIAL
MHDR	-MEDIUM-HIGH DENSITY RESIDENTIAL
HDR	-HIGH DENSITY RESIDENTIAL
C	-COMMERCIAL
EC	-EMPLOYMENT CENTER

LEGEND

- SUBDIVISION BOUNDARY
- EASEMENT LINE
- SECTION LINE
- PARCEL LINE WITH SET 1/2" IRON PIN, PER TOWN OF MARANA STANDARDS
- PROPOSED R.O.W. LINE
- INDICATES STAMPED BRASS DISK SURVEY MONUMENT TO BE SET UPON COMPLETION OF CONSTRUCTION, PER TOWN OF MARANA STANDARDS
- FOUND SURVEY MONUMENT AS NOTED (IRON PIN, BRASS CAP. ETC.)
- SHEET INDEX / SHEET INDICATOR (3)
- MATCH LINE

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13 , FINAL BLOCK PLAT, AS RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27,
TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

WLB JOB NO. 198064K001

February, 2020
SCALE AS NOTED

SHEET 1 OF 9

SEQUENCE NO.

SEQUENCE NO.

D:\198064\V001 - Amended Block Plat\04 Plotting\04 Amended Block Plat\198064001-S-BP-01.dwg May 26, 2020

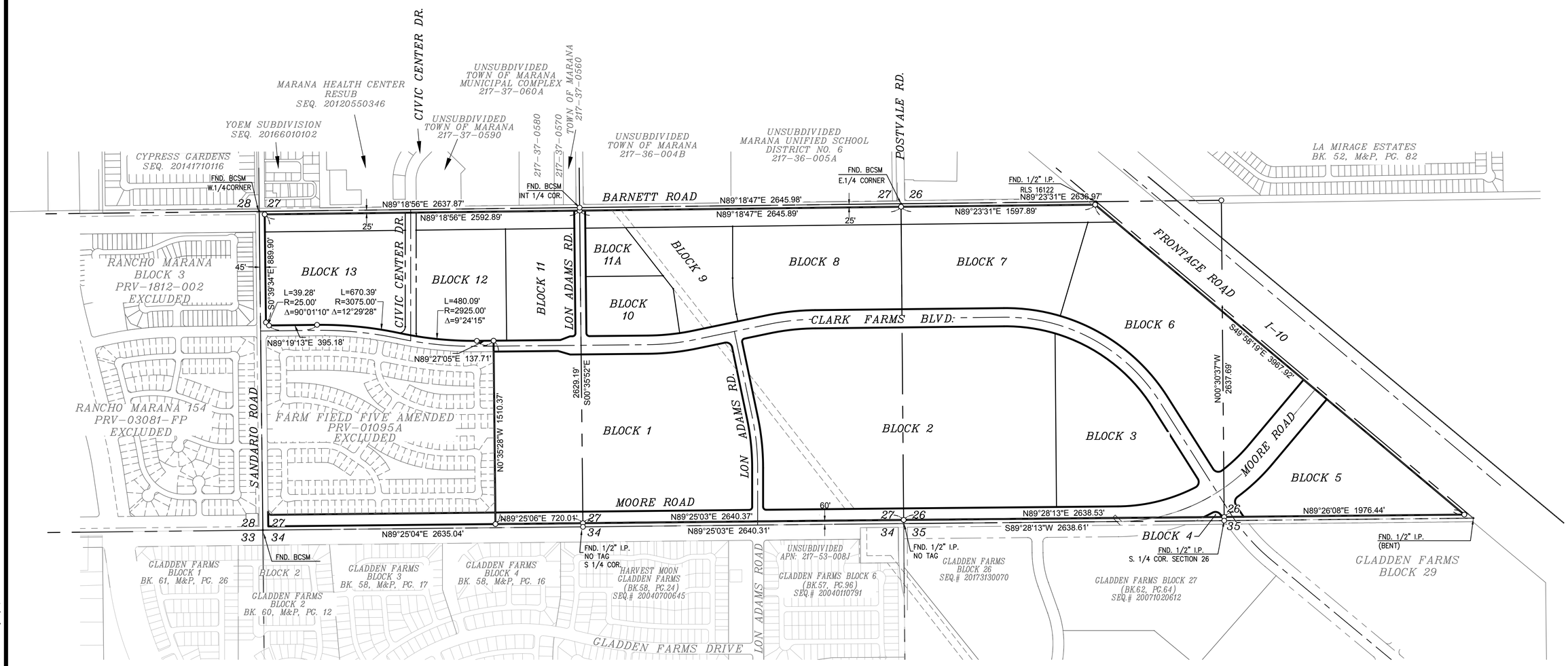
PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BARNETT CHANNEL 1	3.85	2602.16
BARNETT CHANNEL 2	4.33	2893.37
BARNETT CHANNEL 3	8.66	5491.54
BARNETT CHANNEL 4	5.60	3732.73

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 1	62.64	6777.86
BLOCK 2	83.91	7838.61
BLOCK 3	25.52	4405.71
BLOCK 4	0.09	330.40

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 5	21.53	4576.38
BLOCK 6	40.15	5974.70
BLOCK 7	23.20	4349.21
BLOCK 8	22.70	4230.65

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 9	11.60	3163.06
BLOCK 10	8.18	2388.92
BLOCK 11	11.89	2935.57
BLOCK 11A	4.43	1868.62

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 12	15.42	3266.10
BLOCK 13	20.80	3888.47
FARM FIELD 5 / AMENDED	60.51	6526.20



RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13 , FINAL BLOCK PLAT, AS RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA. A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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100 0 100 200
SCALE 1"=100' FEET

REGISTERED LAND SURVEYOR
44121
PETER D. COTE
CERTIFICATE NO.
SIGNED 4-23-20

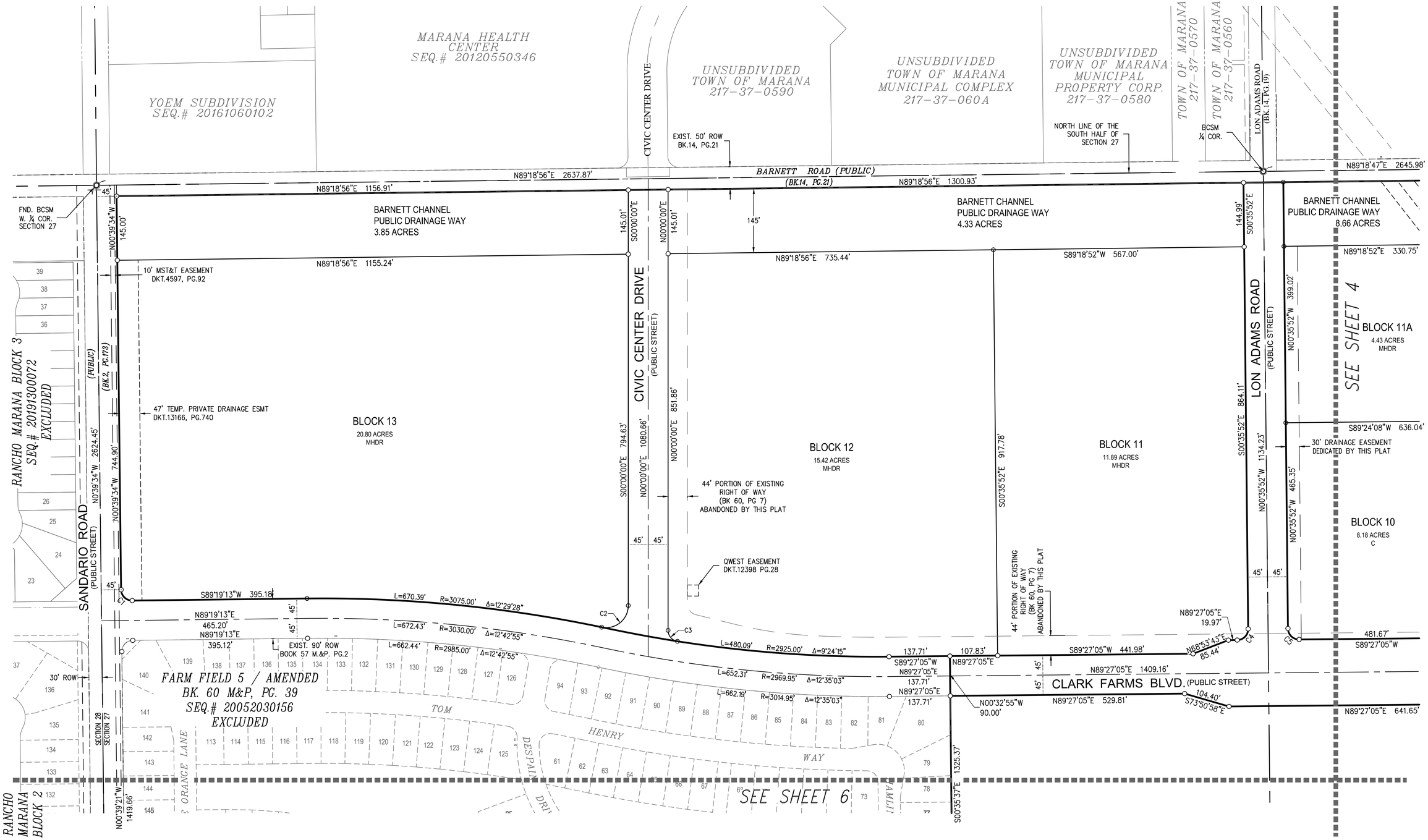
(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

WLB JOB NO. 198064K001

February, 2020
SCALE AS NOTED

SHEET 2 OF 9

SEQUENCE NO.



PARCEL CURVE DATA			
CURVE #	RADIUS	DELTA	LENGTH
C1	25.00'	90.02	39.28'
C2	50.00'	101.81	88.85'
C3	25.00'	81.12	35.40'
C4	25.00'	90.05	39.29'
C5	25.00'	89.95	39.25'

100 0 100 200
SCALE 1"=100' FEET

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REGISTERED LAND SURVEYOR CERTIFICATE NO. 44121 PETER D. COTE ARIZONA U.S.A.

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13 , FINAL BLOCK PLAT, AS RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA. A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

WLB JOB NO. 198064K001

February, 2020
SCALE AS NOTED

SHEET 3 OF 9

SEQUENCE NO.

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UNSUBDIVIDED
TOWN OF MARANA
217-36-004B

UNSUBDIVIDED
MARANA UNIFIED SCHOOL
DISTRICT NO. 6
217-36-005A

N LON ADAMS RD
(BK14, PG.19)

FND. BCSM
INT. ¼ CORNER
SECTION 27

BARNETT RD
(DKT.14, PG.21)

EXIST. 50' ROW
BK.14, PG.21

NORTH LINE OF THE
SOUTH HALF OF
SECTION 27

FND. BCSM
E. ¼ CORNER
SECTION 27

N POSTVALE RD

25'
25'

N89°18'47"E 2600.93'

N89°18'47"E 2600.93'

N89°23'31"E 1597.82'

BARNETT CHANNEL
PUBLIC DRAINAGE WAY
8.66 ACRES

BARNETT CHANNEL
PUBLIC DRAINAGE WAY
5.60 ACRES

145'

N00°35'52"W 144.99'

N89°18'52"E
330.75'

S89°18'47"W 882.01'

S89°18'47"W 1387.86'

S89°23'31"W 1537.35'

MID-SECTION LINE

LON ADAMS RD
(PUBLIC)

N00°35'52"W 399.02'

S37°58'56"E 502.81'

30' DRAINAGE ESMT.
DEDICATED BY THIS PLAT

134' EXISTING
RIGHT-OF-WAY
(BK. 60, PG 7)
ABANDONED
BY THIS PLAT

BLOCK 9
11.60 ACRES
HDR

BLOCK 11A
4.43 ACRES
MHDR

60' GAS EASEMENT
BK.190, DEEDS, PG.544
DKT.427, PG.210

N00°00'00"E
425.65'

EXIST. 25' WATER ESMT.
DKT. 11997, PG. 4626
ABANDONED BY THIS PLAT

8'WATER ESMT TIE

35' PUBLIC WATER ESMT.
DEDICATED BY THIS PLAT

BLOCK 8
22.70 ACRES
MHDR

15' CMID IRRIGATION ESMT.
BK.107, PG.151

BLOCK 7
23.20 ACRES
MHDR

SECTION 27
SECTION 26

30' DRAINAGE ESMT.
DEDICATED BY THIS PLAT

S89°24'08"W 636.04'

135.52'
N37°58'56"W

N00°35'52"W 465.35'

SEE SHEET 3

N00°28'28"W 698.62'

EXIST. 60' ROW
(BK.1, PG.70)
ABANDONED BY THIS PLAT
SEE NOTE 28

SEE SHEET 5

BLOCK 10
8.18 ACRES
C

N08°21'15"W 368.84'

Δ=11°48'01"
L=799.66'
R=1455.00'

N11°48'01"W
60.29'

N78°11'59"E 238.63'

L=404.93'
R=2075.00'
Δ=11°10'52"

S89°22'51"W 715.00'

45' 45'

14' PORTION OF
EXISTING RIGHT-
OF-WAY
(BK 60, PG 7)
ABANDONED
BY THIS PLAT

N78°11'59"E
372.49'

N78°11'59"E 372.49'

L=115.78'
R=1925.00'
Δ=3°26'46"

75'
75'

N89°22'51"E
1554.12'

(PUBLIC STREET)
CLARK FARMS BLVD.

S89°27'05"W 481.67'

L=262.25'
R=1925.00'
Δ=7°48'20"

N78°11'59"E
327.49'

L=390.29'
R=2000.00'
Δ=11°10'52"

N78°11'59"E
283.63'

N89°22'51"E 1554.12'

15' CMID IRRIGATION ESMT.
BK.107, PG.151

C4

C3

C8

N78°11'59"E 213.63'

L=375.66'
R=1925.00'
Δ=11°10'52"

N89°27'05"E
551.59'

75'

L=392.76'
R=2000.00'
Δ=11°15'06"

232.49'
N78°11'59"E

C7

N11°48'01"W
730.45'

BLOCK 2
MDR

16' T.E.P. EASEMENT
BK 60, PG 7

N89°27'05"E 641.65'

L=407.48'
R=2075.00'
Δ=11°15'06"

LON ADAMS ROAD
(PUBLIC)

BLOCK 1
MDR

45' 45'

605.45'
S11°48'01"E

N11°48'01"W
630.45'

SEE SHEET 7

SEQUENCE NO.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C7	78.54'	50.00'	90°00'00"
C8	39.27'	25.00'	90°00'00"

100 0 100 200
SCALE 1"=100' FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D.
COTE
12-31-20

(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

WLB JOB NO. 198064K001

February, 2020
SCALE AS NOTED

SHEET 4 OF 9

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13 , FINAL BLOCK PLAT, AS RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
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UNSUBDIVIDED
217-34-003A

EXIST. 50' ROW
DKT.9114, PG.1524
DKT.9014, 1558

25'
25'

N89°23'31"E 1607.09'

BARNETT RD
(PUBLIC)

N89°23'31"E 1597.82'

FND. ½" I.P.
RLS# 16122

N89°23'31"E
1029.87'

RECORDED CENTER OF SECTION 26

BARNETT CHANNEL
PUBLIC DRAINAGE WAY
5.60 ACRES

145'

S49°58'19"E
222.65'

N89°23'31"E 1537.35'

N89°23'31"E
229.84'

40' DRAINAGE EASEMENT
DEDICATED HEREON

S16°29'43"W 803.66'

30' DRAINAGE
EASEMENT DEDICATED
HEREON

INTERSTATE 10

S49°58'19"E 1052.46'

25' CMID PARCEL
BK.1985, PG.243

25' IRRIGATION ROW
BK.107, PG.151 (M&R)

S49°58'19"E 2017.98'

SOUTHWESTERLY ROW LINE
I-10 HWY (HWY 84)
BK.1887, PG.173

BCSM TO BE SET
PER: T.O.M. STANDARD

SEE SHEET 4

BLOCK 7
23.20 ACRES
MHDR

BLOCK 6
40.15 ACRES
EC

839.12'
S89°22'51"W

L=470.46'
R=1575.00'
Δ=17°06'52"

75'
75'

N89°22'51"E 1554.12'

CLARK FARMS BLVD.
(PUBLIC ROAD)

N89°22'51"E
1554.12'

L=425.65'
R=1425.00'
Δ=17°06'52"

DRAINAGE EASEMENT
DEDICATED BY THIS PLAT

25'
25'
25'

L=1131.33'
R=1575.00'
Δ=41°09'21"

150' EXISTING RIGHT-OF-WAY
(BK 60, PG 4)
ABANDONED BY THIS PLAT

L=1023.58'
R=1425.00'
Δ=41°09'21"

L=1525.51'
R=1500.00'
Δ=58°16'12"

N00°28'29"W 1429.25'

N00°30'37"W 1722.18'(CALCULATED)
(BASED ON A SURVEY BY R.L.S 29873,
RECORDED IN BK. 36 OF SURVEYS PG. 79)

BLOCK 2
83.91 ACRES
MDR

BLOCK 3
25.52 ACRES
EC

SEE SHEET 8

SEQUENCE NO.

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100 0 100 200
SCALE 1"=100' FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D.
COTE
EXPIRES 6-30-20

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13 , FINAL BLOCK PLAT, AS RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
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(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

February, 2020
SCALE AS NOTED

WLB JOB NO. 198064K001

SHEET 5 OF 9

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SEE SHEET 3

HENRY WAY

TEMPLE ORANGE LANE

DESPAIN DRIVE

FAYES GLOW LANE

FARM FIELD 5 / AMENDED
BK 60, PG 39
EXCLUDED

FALL GLEN DRIVE

THOMAS ARRON DRIVE

TEMPLE ORANGE LANE

VANDERBILT FARMS WAY

WHITE FENCE WAY

HAMLIN ORANGE LANE

SANDARIO ROAD (PUBLIC)
(BK. 2, PG.173)

N0°39'34"W 2624.45'

N00°39'21"W 1419.66'

S00°35'37"E 1325.37'

BLOCK 1
62.64 ACRES
MDR

S0°35'52"E 2629.19'
MID-SECTION LINE

SEE SHEET 7

SEQUENCE NO.

1845.20'
S89°25'06"W

N89°25'06"E 1870.22'

MOORE ROAD
(PUBLIC STREET)

S89°25'06"W 720.03'

N89°25'06"E 720.01'

25' CMID ESMT.
DKT. 107, PG. 151

95' EXISTING ROW
BOOK 60, M&P, PG.7

95'

125'

SECTION 27
SECTION 34

28 27
33 34

SECTION CORNER
FOUND BCSM

S 1/4 COR.
FOUND 1/2" IRON PIN

250' EXIST. ROW
BOOK 55, M&P, PG.60
BOOK 57, M&P, PG.2
BOOK 2, R.M., PG.126

155' EXISTING ROW
BOOK 2, M&P, PG.126
BOOK 55, M&P, PG.60

GLADDEN FARMS BLOCK 2
(BK.60, M&P, PG.12)

GLADDEN FARMS BLOCK 3
(BK.58, M&P, PG.17)

GLADDEN FARMS BLOCK 4
(BK.58, M&P, PG.18)

HARVEST MOON
GLADDEN FARMS
(BK.58, PG.24)

30' 45'

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100 0 100 200
SCALE 1"=100' FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D. COTE
ARIZONA U.S.A.
12-31-20

(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

WLB JOB NO. 198064K001

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

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TOWN OF MARANA, PIMA COUNTY, ARIZONA

February, 2020
SCALE AS NOTED

SHEET 6 OF 9

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SEE SHEET 4

SEE SHEET 6

SEE SHEET 8

MID-SECTION LINE

S11°48'01"E
605.45'

LON ADAMS ROAD
(PUBLIC STREET)
BK. 60, M&P, PG 7
733.08'
N11°48'01"W
630.45'
N11°48'01"W

BLOCK 1
62.64 ACRES
MDR

BLOCK 2
83.91 ACRES
MDR

45' 45'
R=2000.00'
D=11°48'01"
L=411.90'
R=2045.00'
D=11°48'01"
L=421.17'
R=1955.00'
D=11°48'01"
L=402.64'

60' GAS ESMT.
BK.190, DEEDS, PG. 544
DKT.427, PG.210

EXISTING 25' WATER EASEMENT
DKT. 11997, PG. 4626
ABANDONED BY THIS PLAT

16' T.E.P. EASEMENT
BK 60, PG 7

15' IRRIGATION ESMT.
DKT.107, PG.151

14' EASEMENT TIE

S0°28'28"E 2634.02'

SECTION 27
SECTION 26

45' 45'

321.38'
S00°00'00"E
470.73'
N0°00'00"E
319.95'

25' CMID ESMT.
DKT. 107, PG. 151

C10.
C11

N89°25'03"E
1369.62'

95' EXISTING ROW
BOOK 60, M&P, PG.7

95'

N89°25'03"E
1130.82'

1259.11'
S89°28'13"W

MOORE ROAD
(PUBLIC STREET)

125'
2640.40'
S89°25'03"W

SECTION 27
SECTION 34

S89°25'03"W 1438.63'

S 89°25'03" W 1201.68'

27 26
34 35

S89°28'13"W
2638.61'

60' EXIST. ROW

S 1/4 COR.
FOUND 1/2" IRON PIN

125'

FND. ½" I.P.
S.E. SECTION CORNER
S.F. SECTION 27

155' EXISTING ROW
BOOK 2, M&P, PG.126
BOOK 55, M&P, PG.60

HARVEST MOON
GLADDEN FARMS
(BK.58, PG.24)
SEQ.# 20040700645

BLOCK F

LON ADAMS ROAD
(DKT.55, PG.60)

GLADDEN FARMS BLOCK 6
(BK.57, PG.96)
SEQ.# 20040110791

UNSUBDIVIDED
APN: 217-53-008J

60' GAS ESMT.
DKT. 427, PG. 210

GLADDEN FARMS
BLOCK 26
SEQ.# 20173130070

BLOCK 5

PARCEL CURVE DATA			
CURVE #	RADIUS	DELTA	LENGTH
C10	25.00'	89.42	39.02'
C11	25.00'	90.58	39.52'

100 0 100 200
SCALE 1"=100' FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D.
COTE
3-17-20

(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

WLB JOB NO. 198064K001

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13 , FINAL BLOCK PLAT, AS RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
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TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

February, 2020
SCALE AS NOTED

SHEET 7 OF 9

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S:\198064K001 - Amended Block Plat\04 Platting\06 Amended Block Plat\198064B03-BP-07.dwg May 21, 2020

SEE SHEET 5

SEE SHEET 7

SEE SHEET 9

BLOCK 2
83.91 ACRES
MDR

BLOCK 3
25.52 ACRES
EC

BLOCK 4
0.09 ACRES

BLOCK 5
21.53 ACRES
EC

BLOCK 6
40.15 ACRES
EC

1429.25'
S00°28'29"E

S49°56'19"E
2017.98'

L=101.33'
R=575.00'
D=4°09'21"

D=41°09'21"
L=1023.58'
R=1425.00'

S32°20'56"E
882.20'

S32°20'56"E
701.50'

701.50'
N32°20'56"W

NORTH/SOUTH MID-SECTION LINE
(CALCULATED) TO B.C.S.M.

N0°30'37"W 1755.08'
TO BE SET

150' EXISTING
RIGHT-OF-WAY
(BK 60, PG 7)
ABANDONED
BY THIS PLAT

698.74'
S40°01'41"W

698.74'
N40°01'41"E

698.74'
N40°01'41"E

125'

125'

125'

125'

75'

75'

75'

75'

C12

C13

C14

C15

C16

C17

L=308.56'
R=1425.00'
D=12°24'23"

L=476.73'

(PUBLIC STREET)
CLARK FARMS BLVD.

(PUBLIC STREET)
MOORE ROAD

D=13°28'01"
L=393.70'
R=1675.00'

L=661.66'
R=1425.00'
D=26°36'14"

N32°20'56"W
41.17'

L=555.35'
R=650.00'
D=49°26'32"

L=1337.54'

1259.11'
S89°28'13"W

506.62'
S89°28'13"W

95'

30'

303'

400'

L=305.45

89'

89'

L2

1815.77'
S89°26'09"W

S89°26'08"W 2049.88'

MOORE ROAD
(PUBLIC STREET)
(BK.2, PG.126)

S89°28'13"W 2638.61'

25' CMID ESMT.
DKT.57, PG.2

60'EXIST. ROW
BK.2, PG. 126

35' SEWER ESMT
SEQ. 20151910207

FND. ½ I.P.
S. ½ CORNER
SECTION 26

EXIST. 60' ROW
BK.2, PG.126

GLADDEN FARMS
BLOCK 26
SEQ.# 20173130070

GLADDEN FARMS BLOCK 27
(BK.62, PG.64)
SEQ.# 20071020612

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	21.84'	N32°20'56"W
L2	151.17'	S89°28'13"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C12	83.09'	50.00'	95°12'55"
C13	83.09'	50.00'	95°12'59"
C14	82.48'	1675.00'	2°49'16"
C15	74.91'	50.00'	85°50'42"
C16	74.91'	50.00'	85°50'38"
C17	74.79'	1525.00'	2°48'36"

100 0 100 200
SCALE 1"=100' FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D.
COTE
3-31-20
ARIZONA U.S.A.

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(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

February, 2020
SCALE AS NOTED

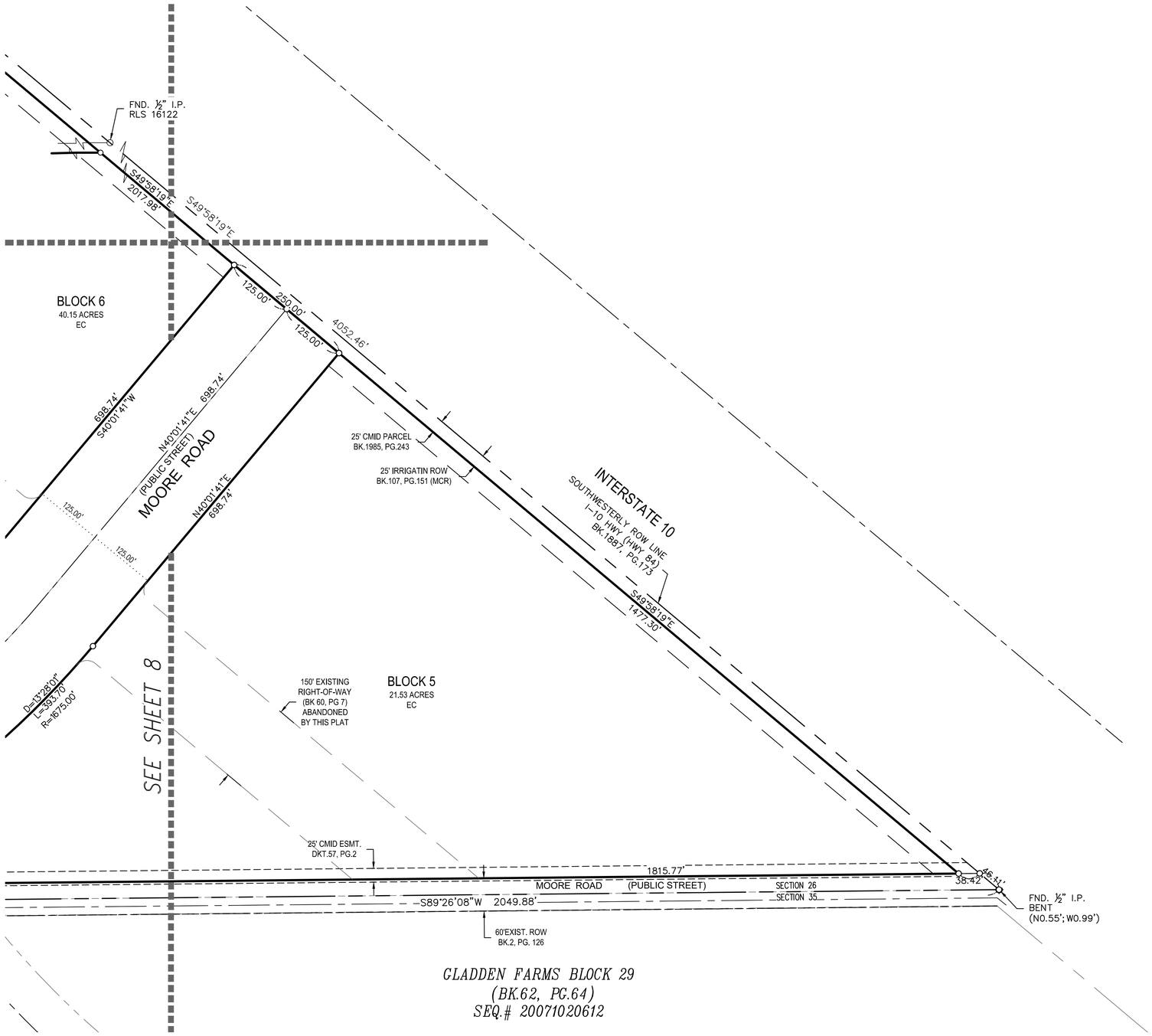
WLB JOB NO. 198064K001

SHEET 8 OF 9

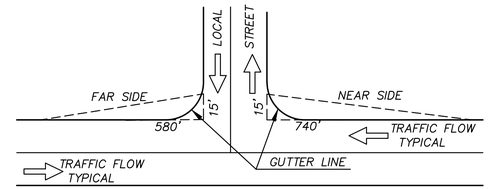
SEQUENCE NO.

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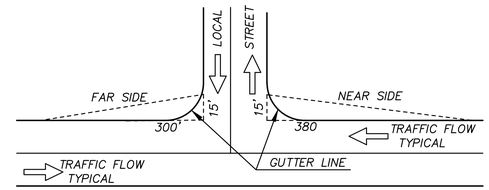
SEQUENCE NO.



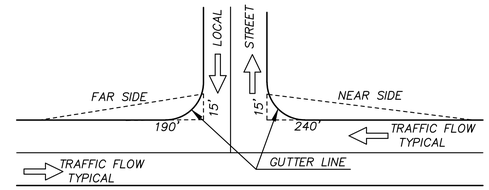
GLADDEN FARMS BLOCK 29
(BK.62, PG.64)
SEQ.# 20071020612



MOORE ROAD

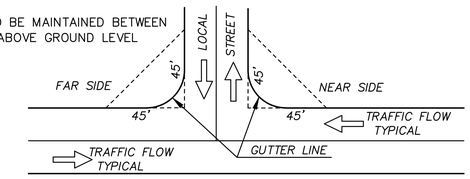


CLARK FARMS BLVD., POSTVALE ROAD,
LON ADAMS ROAD & SANDARIO ROAD



CIVIC CENTER DRIVE

NOTE:
VISIBILITY TO BE MAINTAINED BETWEEN
30" & 72" ABOVE GROUND LEVEL



PEDESTRIAN SIGHT VISIBILITY TRAINGLE

SIGHT VISIBILITY TRIANGLE DETAIL

N.T.S.

SEQUENCE NO.

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100 0 100 200
SCALE 1"=100' FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D. COTE
SIGNED 4-23-20

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WLB JOB NO. 198064K001

February, 2020
SCALE AS NOTED

SHEET 9 OF 9

Q:\198064\V001 - Amended Block Plat\04 Plotting\06 Amended Block Plat\198064B013-BP-09.dwg May 21, 2020

SEQUENCE NO.

Council-Special Meeting **A4**

Meeting Date: 06/23/2020

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: June 23, 2020

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation, Progress & Innovation

Strategic Plan Focus Area Additional Info:
Marana's strategic plan identifies financial sustainability as an overriding principle of Marana's strategic framework.

Subject: PUBLIC HEARING: Resolution No. 2020-070: Relating to Budget; adopting the fiscal year 2020-2021 tentative budget (Yiannis Kalaitzidis)

Discussion:
In conformance with State law, the tentative budget must be adopted prior to the third Monday in July. The adoption of the tentative budget will set the maximum limit of expenditures (alternative expenditure limitation) for fiscal year 2020-2021. The total budget may be reduced prior to final adoption, but it cannot be increased. Additionally, Mayor and Council may reallocate funding among departments and/or programs.

In coordination with Mayor and Council, staff has prepared a tentative budget of $149,259,265 for fiscal year 2020-2021. This budget reflects the careful allocation of the Town's resources to Mayor and Council's goals. Additionally, this budget continues to make investments in current employees, resources and tools, and strategic positions, while taking significant steps to weather the economic storm caused by the COVID-19 pandemic.

The budget has been structurally balanced with ongoing revenues used to fund ongoing expenditures. Total revenues anticipated for fiscal year 2020-2021 are $91,447,331. Fund balances will be utilized for one-time expenditures, carryover requests and capital projects.

As compared to last year, the tentative budget includes $5.6 million of additional General Fund contingency funding and another $5 million of special revenue grant

funding for potential new federal relief funds. Due to the ongoing economic uncertainty, all departments contributed to budget reductions, while some capital equipment purchases and some capital improvement projects were deferred to future periods. Further, no merit increases were included in the current year budget and no new positions were approved in the General Fund.

The tentative budget reflects an addition of 2 full time equivalent (FTE) positions from 375.35 FTE positions in fiscal year 2019-2020 to 377.35 FTE positions tentatively for fiscal year 2020-2021. Positions were added to the Town's Water operations, based on recently approved rate studies to provide support for the ongoing maintenance of the Town's utility assets.

The proposed Capital Improvement Plan (CIP) totals $47,952,738 or 32% of the tentative budget. A copy of the tentative five-year CIP schedule is included in this item as part of the overall Tentative Budget document.

The tentative budget is presented on forms prescribed by the Auditor General. The official budget forms will be published as required for two consecutive weeks in a newspaper of general circulation along with notices of public hearing on the final budget and the property tax levy.

Council will then hold a public hearing on July 21, 2020 and consider final budget adoption thereafter. The proposed tentative budget reflects the prudent allocation of financial resources required to meet the policy direction and vision of Mayor and Council. Accordingly, staff recommends adoption of the tentative budget for fiscal year 2020-2021 at $149,259,265.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	Y
Amount:	$149,259,265

Establishment of the overall alternative annual expenditure limitation for fiscal year 2020-2021, if approved.

Staff Recommendation:

Staff recommends approval of the fiscal year 2020-2021 tentative budget.

Suggested Motion:

I move to adopt Resolution No. 2020-070; adopting the fiscal year 2020-2021 tentative budget.

Attachments

Resolution No. 2020-070
Exhibit A - 2020-2021 Tentative Budget Auditor General Schedules
FY2020-2021 Tentative Budget Book
FY2020-2021 Tentative Budget Presentation

MARANA RESOLUTION NO. 2020-070

RELATING TO BUDGET; ADOPTING THE FISCAL YEAR 2020-2021 TENTATIVE BUDGET

WHEREAS in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Town Council did, on May 26, 2020, make an estimate of the different amounts required to meet the public expenditures/ expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Marana; and

WHEREAS in accordance with said chapter of said title, and following due public notice, the Council held a public meeting on June 23, 2020, at which meeting any taxpayer is privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS the sums to be raised by taxation as specified in the budget attached hereto as Exhibit A may not exceed, in the aggregate amount, the expenditure limitation to be set by the Council on July 21, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the budget setting forth the estimates of revenues and expenditures/expenses, attached hereto as Exhibit A and incorporated herein by this reference, as increased, decreased or changed by the Town Council, is hereby adopted as the tentative budget for the Town of Marana for the fiscal year 2020-2021.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 23rd day of June, 2020.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

OFFICIAL BUDGET FORMS

TOWN OF MARANA

Fiscal Year 2021

TOWN OF MARANA

TABLE OF CONTENTS

Fiscal Year 2021

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Tax Levy and Tax Rate Information

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Schedule D—Other Financing Sources/(Uses) and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

TOWN OF MARANA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2021

Fiscal Year		Sch		FUNDS							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2020	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	51,751,547	10,935,733	13,027,249	23,101,756	0	39,915,310	5,049,200	143,780,795
2020	Actual Expenditures/Expenses**	E	2	42,075,312	7,018,733	12,755,113	7,218,101	0	21,376,874	3,667,883	94,112,016
2021	Fund Balance/Net Position at July 1***		3	42,997,597	11,751,653	5,962,439	29,144,231	0	12,337,835	1,363,273	103,557,028
2021	Primary Property Tax Levy	B	4	0							0
2021	Secondary Property Tax Levy	B	5			1,227,628	160,237				1,387,865
2021	Estimated Revenues Other than Property Taxes	C	6	44,636,390	13,153,748	2,426,457	10,108,478	0	16,410,926	4,711,332	91,447,331
2021	Other Financing Sources	D	7	0	0	6,050,000	0	0	9,344,000	0	15,394,000
2021	Other Financing (Uses)	D	8	0	0	0	0	0	0	0	0
2021	Interfund Transfers In	D	9	5,628,966	100,000	5,986,941	0	0	3,160,279	0	14,876,186
2021	Interfund Transfers (Out)	D	10	4,514,884	5,628,966	0	1,685,889	0	3,046,447	0	14,876,186
2021	Reduction for Amounts Not Available:		11								
LESS:	Amounts for Future Debt Retirement:										0
	Future Capital Projects										0
	Maintained Fund Balance for Financial Stability										0
											0
											0
2021	Total Financial Resources Available		12	88,748,069	19,376,435	21,653,465	37,727,057	0	38,206,593	6,074,605	211,786,224
2021	Budgeted Expenditures/Expenses	E	13	53,710,549	15,082,178	15,666,101	30,302,945	0	29,786,160	4,711,332	149,259,265

	EXPENDITURE LIMITATION COMPARISON	2020	2021
1	Budgeted expenditures/expenses	$ 143,780,795	$ 149,259,265
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	143,780,795	149,259,265
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 143,780,795	$ 149,259,265
6	EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF MARANA
Tax Levy and Tax Rate Information
Fiscal Year 2021

		2020		2021
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$		$
2.	Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$		
3.	Property tax levy amounts			
A.	Primary property taxes	$		$
B.	Secondary property taxes		1,182,845	1,432,967
C.	Total property tax levy amounts	$	1,182,845	$ 1,432,967
4.	Property taxes collected*			
A.	Primary property taxes			
	(1) **Current** year's levy	$		
	(2) Prior years' levies			
	(3) Total primary property taxes	$		
B.	Secondary property taxes			
	(1) **Current** year's levy	$	1,181,780	
	(2) Prior years' levies		1,065	
	(3) Total secondary property taxes	$	1,182,845	
C.	Total property taxes collected	$	1,182,845	
5.	Property tax rates			
A.	City/Town tax rate			
	(1) Primary property tax rate			
	(2) Secondary property tax rate		2.8000	2.8000
	(3) Total city/town tax rate		2.8000	2.8000
B.	Special assessment district tax rates			

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating four special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
GENERAL FUND			
Local taxes			
Sales taxes	$ 26,910,247	$ 27,544,103	$ 24,389,464
Licenses and permits			
Building and development fees	3,851,200	4,594,647	3,412,300
Business and license fees	160,000	145,444	145,000
Animal license fees	91,500	86,848	91,500
Franchise fees	495,000	517,249	495,000
Host fees	283,312	307,445	283,312
Intergovernmental			
State shared sales taxes	4,707,099	4,703,115	4,444,645
Urban revenue sharing	5,928,567	6,078,686	7,007,072
Auto lieu	2,204,473	1,965,081	1,984,026
Other			
Charges for services			
Charges for services	494,750	494,326	563,000
Fines and forfeits			
Court fines and fees	402,000	482,091	408,500
Interest on investments			
Interest	777,000	1,080,281	610,000
In-lieu property taxes			
Contributions			
Voluntary contributions	209,600	115,309	188,100
Miscellaneous			
Other miscellaneous	673,919	702,428	614,471
Total General Fund	$ 47,188,667	$ 48,817,053	$ 44,636,390

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
SPECIAL REVENUE FUNDS			
Community development block grants	$ 150,000	$ 33,455	$ 180,000
Affordable housing revolving	10,000	10,730	10,000
Other grants and contributions	3,384,974	1,032,999	8,472,612
RICO	37,500	33,561	37,500
	$ 3,582,474	$ 1,110,745	$ 8,700,112
Impound	$ 8,000	$ 15,000	$ 10,000
Bed tax	1,227,600	1,126,429	1,104,840
Emergency telecommunications	49,200	49,200	
Local JCEF	8,000	8,333	8,000
	$ 1,292,800	$ 1,198,962	$ 1,122,840
Fill the GAP	$ 4,500	$ 3,001	$ 4,500
Local technology enhancement	45,000	44,243	45,000
Highway user revenue	3,655,329	3,542,030	3,281,296
	$ 3,704,829	$ 3,589,274	$ 3,330,796
Total Special Revenue Funds	$ 8,580,103	$ 5,898,981	$ 13,153,748

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS			
Tangerine farms road improvement district	$ 2,873,670	$ 2,048,936	$ 2,208,220
Gladden farms CFD debt	29,149		212,000
Gladden farms II CFD debt	4,031	457	5,360
Saguaro springs CFD debt			877
	$ 2,906,850	$ 2,049,393	$ 2,426,457
Total Debt Service Funds	$ 2,906,850	$ 2,049,393	$ 2,426,457

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
CAPITAL PROJECTS FUNDS			
Transportation	$ 5,421,050	$ 7,779,390	$ 5,800,000
Impact fee funds	2,186,196	2,359,734	1,767,304
Other capital projects	937,587	336,995	2,238,312
	$ 8,544,833	$ 10,476,119	$ 9,805,616
Downtown reinvestment	$ 234,000	$ 218,504	$ 228,500
Regional transportation authority	35,000	16,954	
Pima association of governments	75,000	22,263	48,112
	$ 344,000	$ 257,721	$ 276,612
Vanderbilt farms CFD capital	$ 27,500	$	$ 26,250
	$ 27,500	$	$ 26,250
Total Capital Projects Funds	$ 8,916,333	$ 10,733,840	$ 10,108,478

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

PERMANENT FUNDS			
	$	$	$
	$	$	$
Total Permanent Funds	$	$	$
ENTERPRISE FUNDS			
Water utility	$ 9,116,785	$ 9,847,339	$ 8,828,189
Airport	6,730,663	2,024,104	3,781,033
Wastewater utility	3,199,548	3,727,594	3,801,704
	$ 19,046,996	$ 15,599,037	$ 16,410,926
Total Enterprise Funds	$ 19,046,996	$ 15,599,037	$ 16,410,926

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
INTERNAL SERVICE FUNDS			
Health benefits	$ 4,712,720	$ 4,249,783	$ 4,414,173
Dental benefits	336,480	331,924	297,159
	$ 5,049,200	$ 4,581,707	$ 4,711,332
Total Internal Service Funds	$ 5,049,200	$ 4,581,707	$ 4,711,332
TOTAL ALL FUNDS	$ 91,688,149	$ 87,680,011	$ 91,447,331

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal Year 2021

FUND	OTHER FINANCING 2021 SOURCES	OTHER FINANCING 2021 (USES)	INTERFUND TRANSFERS 2021 IN	INTERFUND TRANSFERS 2021 (OUT)
GENERAL FUND				
Other grants and contributions	$	$	$ 5,628,966	$ 100,000
2013 debt service				1,256,350
2014 debt service				801,941
2017 debt service				441,271
Airport				1,590,177
Water utility				325,145
Total General Fund	$	$	$ 5,628,966	$ 4,514,884
SPECIAL REVENUE FUNDS				
Other grants and contributions	$	$	$ 100,000	$ 5,628,966
Total Special Revenue Funds	$	$	$ 100,000	$ 5,628,966
DEBT SERVICE FUNDS				
2013 debt service	$	$	$ 3,063,500	$
2014 debt service			801,941	
2017 debt service			2,121,500	
Saguaro springs CFD debt service	1,750,000			
Gladden Farms CFD debt service	4,300,000			
Total Debt Service Funds	$ 6,050,000	$	$ 5,986,941	$
CAPITAL PROJECTS FUNDS				
Transportation	$	$	$	$ 693,731
Impact fees				986,498
Vanderbilt CFD				5,660
Total Capital Projects Funds	$	$	$	$ 1,685,889
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Airport	$	$	$ 325,145	$
Water utility	8,157,435		1,812,404	1,530,337
Wastewater utility	1,186,565		1,022,730	1,516,110
Total Enterprise Funds	$ 9,344,000	$	$ 3,160,279	$ 3,046,447
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
TOTAL ALL FUNDS	$ 15,394,000	$	$ 14,876,186	$ 14,876,186

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2021

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
GENERAL FUND				
Non-departmental	$ 2,074,932	$	$ 2,016,866	$ 3,021,843
Mayor and council	349,616		334,891	350,244
Town manager	1,870,089		1,604,838	1,466,235
Town clerk	534,528		449,802	497,112
Human resources	1,142,205		836,855	850,605
Finance	1,522,424		1,313,973	1,458,785
Legal	1,043,625		1,023,520	994,826
Technology services	3,006,286		2,945,992	3,040,575
Economic development and tourism	287,827		233,301	238,458
Development services	2,254,562		2,000,831	1,945,087
Engineering	2,585,051		2,287,853	2,255,403
Police	14,406,429		14,385,206	14,123,519
Courts	1,156,666		1,004,290	1,102,740
Public works	4,947,120		4,434,915	4,059,896
Parks and recreation	4,861,855		3,975,270	4,575,118
Community development	1,164,152		1,059,146	1,086,998
Capital outlay	3,544,180		2,167,763	2,043,105
Contingency	5,000,000			10,600,000
Total General Fund	$ 51,751,547	$	$ 42,075,312	$ 53,710,549
SPECIAL REVENUE FUNDS				
Highway user revenue	$ 5,106,881	$	$ 4,785,608	$ 4,067,455
Revolving affordable housing	93,206		66,680	124,657
Local JCEF	166,000		41,006	90,000
Fill the GAP	34,500			34,500
Local technology	430,000		46,050	488,000
Community development block gran	150,000		31,779	180,000
Bed tax	1,227,600		884,167	1,104,840
Other grants and contributions	3,546,846		1,032,999	8,572,612
RICO	79,500		59,768	337,580
Impound fees	30,200		11,676	82,534
Emergency telecommunications	71,000		59,000	
Total Special Revenue Funds	$ 10,935,733	$	$ 7,018,733	$ 15,082,178
DEBT SERVICE FUNDS				
Series 2013 debt	$ 3,042,113	$	$ 3,042,113	$ 3,034,400
Series 2014 debt	792,346		792,346	791,815
Series 2017 debt	2,098,900		2,098,900	2,091,200
Tangerine farms ID debt	3,775,170		2,804,517	2,208,220
Gladden farms CFD debt	532,313		528,513	5,263,200
Saguaro springs CFD debt	1,524,650		2,258,639	2,222,722
Gladden farms II CFD debt	1,261,757		1,230,085	54,544
Total Debt Service Funds	$ 13,027,249	$	$ 12,755,113	$ 15,666,101

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2021

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
CAPITAL PROJECTS FUNDS				
Transportation	$ 16,434,682	$	$ 5,582,781	$ 20,880,898
One-half percent sales tax	200,000			
Impact fee funds	1,178,491		423,006	3,069,571
Other capital projects	3,844,812		1,154,860	4,578,767
Downtown reinvestment	474,125			793,595
Pima association of governments	75,000		29,193	48,112
Regional transportation authority	44,996		19,069	
Gladden farms CFD	678,500		3,441	678,500
Gladden farms II CFD	3,550		1,489	5,902
Saguaro springs CFD	139,500		2,737	219,500
Vanderbilt farms CFD	28,100		1,525	28,100
Total Capital Projects Funds	$ 23,101,756	$	$ 7,218,101	$ 30,302,945
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water utility	$ 27,641,423	$	$ 14,584,780	$ 21,217,580
Airport	7,541,343		2,702,861	4,106,178
Wastewater utility	4,732,544		4,089,233	4,462,402
Total Enterprise Funds	$ 39,915,310	$	$ 21,376,874	$ 29,786,160
INTERNAL SERVICE FUNDS				
Health benefits	$ 4,712,720	$	$ 3,447,920	$ 4,414,173
Dental benefits	336,480		219,963	297,159
Total Internal Service Funds	$ 5,049,200	$	$ 3,667,883	$ 4,711,332
TOTAL ALL FUNDS	$ 143,780,795	$	$ 94,112,016	$ 149,259,265

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Expenditures/Expenses by Department
Fiscal Year 2021

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
Economic development and tourism				
General fund	$ 287,827	$	$ 233,301	$ 238,458
Bed tax fund	314,808		252,284	349,344
Department Total	$ 602,635	$	$ 485,585	$ 587,802
List Department: Police				
General Fund	$ 14,406,429	$	$ 14,385,206	$ 14,123,519
Grants and contributions	1,121,846		936,126	1,147,612
RICO	79,500		59,768	337,580
Impound fees	30,200		11,676	82,534
Emergency telecommunications	71,000		59,000	
Department Total	$ 15,708,975	$	$ 15,451,776	$ 15,691,245
List Department: Court				
General Fund	$ 1,156,666	$	$ 1,004,290	$ 1,102,740
Local JCEF	166,000		41,006	90,000
Fill the GAP	34,500			34,500
Local tech enhancement	430,000		46,050	488,000
Department Total	$ 1,787,166	$	$ 1,091,346	$ 1,715,240
List Department: Public works				
General Fund	$ 4,947,120	$	$ 4,434,915	$ 4,059,896
Highway user revenue fund	5,106,881		4,785,608	4,067,455
Department Total	$ 10,054,001	$	$ 9,220,523	$ 8,127,351
List Department: Community development				
General Fund	$ 1,164,152	$	$ 1,059,146	$ 1,086,998
CDBG	150,000		66,680	180,000
Revolving affordable housing	93,206		31,779	124,657
Department Total	$ 1,407,358	$	$ 1,157,605	$ 1,391,655

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Full-Time Employees and Personnel Compensation
Fiscal Year 2021

FUND	Full-Time Equivalent (FTE) 2021	Employee Salaries and Hourly Costs 2021	Retirement Costs 2021	Healthcare Costs 2021	Other Benefit Costs 2021	Total Estimated Personnel Compensation 2021
GENERAL FUND	336.75	$ 20,534,237	$ 3,720,756	$ 4,116,850	$ 1,972,693	$ 30,344,536
SPECIAL REVENUE FUNDS						
Bed tax	1.00	$ 98,013	$ 11,802	$ 20,253	$ 7,639	$ 137,707
Total Special Revenue Funds	1.00	$ 98,013	$ 11,802	$ 20,253	$ 7,639	$ 137,707
ENTERPRISE FUNDS						
Water utility	29.60	$ 1,625,821	$ 201,752	$ 306,353	$ 153,542	$ 2,287,468
Airport	3.00	202,845	24,291	39,860	23,667	290,663
Wastewater utility	7.00	398,190	46,500	101,819	36,797	583,306
Total Enterprise Funds	39.60	$ 2,226,856	$ 272,543	$ 448,032	$ 214,006	$ 3,161,437
TOTAL ALL FUNDS	377.35	$ 22,859,106	$ 4,005,101	$ 4,585,135	$ 2,194,338	$ 33,643,680

2021

TENTATIVE BUDGET



MARANA AZ

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MANAGER'S MESSAGE



Honorable Mayor and Members of Council:

It is with great pleasure that I present to you the Tentative Budget for FY 2021. This all-inclusive budget document includes operating budgets for the General Fund, Bed Tax Fund, Highway User Revenue Fund, all Enterprise Funds, all other Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Internal Service Funds, Community Facilities Districts, and the Tangerine Farms Improvement District. These tentative budgets demonstrate the Town of Marana's balanced approach to responsible fiscal policy and positive investment in the community, even during times of hardship. Every year, we examine closely our goals and accomplishments during the budget development process. We do this to make sure that allocations are aligned with need, and that strategies result in the appropriate outcomes.

COVID19

As we are all aware, 2020 was an anomalous year for the Town of Marana, and indeed, for the entire world. As the COVID19 pandemic gripped our nation and took hold globally, the world scrambled to implement changes that would protect public health at all costs. As a result of this pandemic, as well as these policy changes at the federal, state, county, and local levels, the economy has exhibited symptoms that are reminiscent of the 2007/2008 financial crisis. General consensus is that, from an economic standpoint, we are in uncharted territory and are expected to see continued contraction of economic activity. Due to the modifications imposed on businesses throughout our local and regional community, as well as the Stay at Home Executive Order issued by Governor Doug Ducey, most transaction privilege taxes (TPT), including retail and restaurant revenues have dropped, housing and general development has slowed, and state-shared revenues are expected to be lower than originally anticipated. However, even in the face of these difficult times, the Town of Marana stands well-positioned to weather these financial difficulties, and continue to deliver exemplary business and customer service to our community. The combination of a strong first 3 quarters of FY20, multiple Federal level stimulus packages aimed at

assisting individuals and small businesses, as well as sound budgeting practices over the years, has allowed us to identify and reprioritize our budget that preserves high profile projects, infrastructure development, and perhaps most importantly, maintains our current staffing levels in anticipation of economic recovery.

METHODOLOGY

In addition to our sound budgeting practices developed over the years, Town Staff has taken extra care in the preparation of this budget due to COVID19. All budgets have been adjusted in accordance with known limitations in the wake of the pandemic. Due to projected shortfalls in sales tax and other revenues, the Town is in a holding pattern on vacant positions, until we come out of this pandemic with some level of increased certainty of our economic future. Also, Finance Staff has placed several categories of expenses into restricted accounts, which ensures additional scrutiny on needs and expenditures. Town-wide, Staff has adapted in multiple ways, including Department Heads reducing their budgets by approximately 5%, while still maintaining focus on providing high levels of service, as well as necessary travel and training opportunities to maintain required certifications for key Town Staff. Staff has also come together in a unified front in not receiving a merit increase this year, which is a perfect example of our Staff's commitment to Marana, its residents, as well as the bigger picture for the health and operations of our organization as a whole. We have also increased budgeted amounts in the Grants Special Revenue Fund to account for $5.6M from the AZCares Fund, as well as in anticipation of any additional State or Federal grants available in the next 12 months. Lastly, we have increased our contingency from $5M in FY20 to $10.6M for FY21. This coming fiscal year will be one of sacrifice and diligence, but our team has once again come together to demonstrate our Core Values and to continue to display dedication to our community and the services we provide.

This past year, we have had many accomplishments across the five Focus Areas of our Strategic Plan, all of which put the Town on a strong footing going into Fiscal Year 2021.

COMMERCE

The first three quarters of FY 20 have been monumental for commercial development in Marana. The brand new Carondelet Microhospital opened at Cortaro and I10, and provides state of the art healthcare options for our residents. We have also seen the beginning of construction of the Dove Mountain Assisted Living facility, which greatly expands medical and assisted living options for our aging population. Marana has also seen expansions begin for some of our major tech industry employers, including Alicat Scientific and FL Smidth Krebs Mining. PSE Archery has also announced its expansion of its retail and distribution and logistics operations in Marana, and will repurpose and reuse the old Basha's grocery store building at Dove Mountain and Tangerine Road. We've also seen the grand opening of the Hitting Factory, as well as the new Spice

Garden Indian Cuisine Restaurant at Arizona Pavilions. We are also expecting construction to begin on two major projects within the Town for FY21, including PVB Fabrications at Tangerine Business Park, and the new Luke Automotive Dealership at the Premium Outlet Mall at Marana Center. In short, Marana continues to be an attractive destination for businesses to start, or for those that are expanding existing operations.

Marana Regional Airport continues to be one of the Town's key Economic Development assets, and we have seen significant accomplishments in its growth and activities over the year. Marana Regional currently has 295 based aircraft, 232 storage hangars, and 28 shade ports, all at 100% occupancy, with a 30 aircraft waiting list. The airport also sees over 92,000 operations per year, and serves a wide variety of users, from hobbyists to corporate jet traffic, as well as military training. Most recently, Marana Regional was awarded 3 ADOT grants in December of 2019. These awards include funding for a Safety Area Improvement Study, to replace and upgrade runway lighting, precision approach path indicators, and the airport beacon light tower, and lastly, to complete repairs and upgrades to the airport's electrical vault houses.

The airport was also accepted into the FAA's Federal Contract Tower Program, and the Town is continuing to engage with the FAA in grant opportunities to fund the construction of an Air Traffic Control Tower through that program, which includes the preliminary Air Traffic Control Tower Siting Study, and the Air Traffic Control Tower Environment Assessment. Lastly, the Marana Regional Airport, in coordination with Economic Development, has developed four different Economic Development prospects in FY 20, including development of aircraft storage hangars, a private corporate jet aircraft hangar, a Jet Center FBO (fixed base operator) facility, and additional hangar space construction to facilitate military parachute training. The Airport has also been able to generate revenue in the face of the COVID19 pandemic by parking airline aircraft for storage. In short, Marana Regional Airport continues to serve its community, and develop its Economic Development assets to better diversify our local economy.

The Town of Marana's Downtown District continues to be a top priority in the Town's Economic Development Strategy. Since Council's approval of the Downtown Marana Overlay District, we have seen substantial progress in development of Marana's Downtown. The construction of a brand new multi-tenant building on the NE corner or the roundabout at Sandario Road has been completed, and has officially seen its first tenant, Bisbee Breakfast Club, complete tenant improvements and move in. The old Sandario Market, now known as Main Street Market, has also completed improvements to its facility, making it an additional grocery destination for residents in North Marana, the other option being the new Dollar General Store. We are also seeing utility installation for construction of Marana Main Street, going east from the Sandario Roundabout.

The Town is always seeking to serve its Development Services customers in the fastest and most effective ways possible. In the past, we have worked to improve the physical environment of our Development Services Center concierge area, allowing DSC Staff to engage customers directly and improve customer assistance via stations that are outfitted with appropriate technology to review plans, assist in site selection, and answer questions for customers on the spot. DSC has also worked with Engineering to identify any shortcomings in development review processes and to remedy those issues, to ensure the timeliest review of development plans, and create unparalleled turnaround times for our customers.

DSC has also coordinated the Town's Make Marana 2040 General Plan. This has been a coordinated effort among the majority of departments, external stakeholders, and private consultation, to help shape the way the Town of Marana grows for the next twenty years. The document has been completed, and will go to voters in August 2020 for approval.

COMMUNITY

Marana continues to be the fastest growing community in Southern Arizona, and as such, has critical infrastructure needs that the Town Council and staff have worked consistently to address. In the past year, we have seen the completion of several large-scale infrastructure projects, as well as the completion of several Town-wide infrastructure plans. These projects and plans not only enhance the existing quality of life for our residents, but also position us for intelligent growth in the future.

This year, the Town has seen the completion of the Ina Road Restoration, Interchange, and Santa Cruz River Bridge reconstruction projects, all while implementing a program to assist businesses during the transition. These critical infrastructure projects now allow for better and safer traffic flow in an already heavily-trafficked commercial area. It also facilitates additional commercial growth in the region, which is crucial to continued growth in our town.

Water quality continues to be a national issue, as well as a focus area for the Town. To that point, we have secured funding through the Water Infrastructure Finance Authority (WIFA) for the design and construction of two water treatment campuses that will address perfluorinated compounds in our drinking water. These campuses have begun construction this year, and are anticipated to be complete and operational by October 2020. Additional funding has been secured through WIFA for the Adonis Colonia Wastewater Project, as well. This project modernizes wastewater processing for one of Marana's oldest neighborhoods, and continues to show the Town's dedication to the revitalization and maintenance of our colonias throughout Marana.

As mentioned above, Staff has also completed multiple infrastructure plans and studies to address the various needs of our community, and to actively plan for the future.

These plans and studies include the Utility Rate Study, the Sewer Conveyance Plan, the N. Marana Drainage Study, and the Pavement Management Plan. Each of these plans and studies was methodically identified and completed in an effort to address existing needs of our community, and to identify future needs. These documents will better prepare us to continue to deliver exemplary service today, as well as in the future.

Public safety is something that the Marana Town Council, Staff, and community holds dear. In addition to the construction and opening of the new Marana Police Department Public Safety Facility, this year, Marana PD was the recipient of statewide accreditation as an organization. Once again, Marana PD has demonstrated its unwavering commitment to public safety, and has answered the call to protect our community while balancing the needs and wants of all.

INNOVATION

The Town of Marana puts innovation at the forefront of how we operate. From our innovative and dedicated workforce, to our innovative day to day practices and Town-wide strategies, innovation is at the core of our operations and allows us to deliver the best services to our residents and customers in the most efficient and transparent manner possible.

To continue to ensure that the Town delivers the best quality roads in the region, our Public Works Department contracted with a 3rd party, Infrastructure Management Services (IMS), to survey, assess, and map the Town's roadway network, and establish a five year pavement management plan. The survey established the overall condition index (OCI) rating for each individual road throughout the Town, and allowed us to identify an OCI of 75 for our overall road network. As a result, Public Works has more efficiently designed our Pavement Preservation Program for the Town to maintain an OCI rating of 75 for our street network, while applying the right treatment to the right road at the right time. This greatly enhances service delivery, extends the life of our roads, and extends the value of every dollar we spend on pavement management.

As part of the Town's response to COVID19 to ensure the health and safety of our Staff and our residents, the Town coordinated and implemented innovative solutions to allow for a seamless transition of services, which allowed the vast majority of our staff to work from home. By utilizing a combination of mobile technology, machine virtualization, digital meeting platforms, expanded VPN access, and mobile conferencing tools, our Technology Services Department was able to facilitate telework for in-office Staff. This permitted Town Staff to continue to deliver high levels of service to customers and to the public, while preserving their health and safety.

With additional coordination among key departments, Technology Services was also able to transition Town Council Meetings to a virtual medium as well. This allowed for

further protection of the health and well-being of Staff, Council, and the public, while assuring that critical issues continued to be addressed by Council as necessary.

Development Services also contributed by implementing full digital review for plans and permits, as well as the use of virtual inspections. This enabled Development Services to keep their pace of development review and customer responsiveness, and to continue delivering a high level of service.

Lastly, Parks and Recreation also employed innovative ways of keeping the community engaged. In lieu of in-person recreation programming, they developed a series of videos focused on health and safety during the pandemic, as well as a series of interactive activities for youth to engage in. In this way, Parks and Rec was able to continuously educate and engage our community in positive ways through social media. These are but a few of the many ways in which Town Staff adapt and implement innovative solutions to meet the rapidly changing needs of the times.

HERITAGE

Marana's heritage plays a large role in today's development, special events, and Town offerings. One of the Town's priorities is to continue the community heritage dialogue while place-making through development and expanded services. This priority has been demonstrated through events like the Town of Marana's Star Spangled Spectacular and Founders' Day. Additional offerings like Gastronomy Tours and Movie Familiarization Tours have reinforced this commitment.

The Town of Marana held its annual Star Spangled Spectacular Signature event this year, to the enjoyment of our region. The largest 4th of July Event in the region, the Star Spangled Spectacular sees between 12,000 and 15,000 visitors each year, and celebrates our national heritage by bringing people together from all over the community, as well as our surrounding community neighbors. Featuring live music, events for kids, a huge variety of food trucks, and the region's largest fireworks show, this event truly accomplishes our goal of unifying our community and providing an exceptional experience for all.

Marana Founders' Day is another example of our prized and treasured Signature Events that focuses on our local heritage and history. Typically held in North Marana in our Downtown, Founders' Day features a parade, local food vendors, arts and crafts events for children, car shows, live music, and more. While we were not able to celebrate Founders' Day this year due to the pandemic, the support that we received from our community in canceling this event and waiting until such a time as it is safe to celebrate truly showed how unified and dedicated our community is to one another, for which we are grateful.

We have also embraced a piece of our heritage that few knew anything about: Marana's filming heritage. Discover Marana has developed a comprehensive program, in coordination with the Marana Chamber of Commerce, to help incentivize film project production in Marana. By leveraging Marana's history as a filming hotspot for old western movies in the 40's, 50's and 60's, and coupling that history with our iconic scenery and historic dude ranches, Discover Marana assisted with 27 film projects this year. Discover Marana has also created the Town's first filming permits, to generate revenue for the Town, and also created and organized first-of-its-kind FAM (familiarization) tours to attract movie scouting talent. Consider this a new trick with an old twist.

RECREATION

The Town of Marana takes Parks and Recreation very seriously. To continue to keep our community healthy and to take advantage of local and regional assets, Parks and Recreation officially kicked off its Parks and Recreation Master Plan process this year. In coordination with a third-party consultant, the Town's Parks and Rec Department Master Plan process will take a hard look at our parks assets, solicit feedback from the community, and compile this information to create a comprehensive plan that not only addresses maintenance of existing park and recreation assets, but identifies potential for further expansion of those assets. This will allow the Town to better prepare from a budget perspective, as well as from an asset delivery perspective for our community.

Additionally, the Town also completed construction and opened the Honea Heights Pocket Park in the historic Honea Heights Neighborhood. A much-needed amenity addition to the area, this pocket park features brand new jungle gym equipment, a water fountain, basketball court, and ramada. This recreation facility will further complement the Heritage River Park, as well as the Town's extensive park system.

The Town also continues to enhance and extend its regional trail system, as well. A shining example of this is the Shared Use Path at CalPortland to Avra Valley Road. This project will construct a path that will connect the existing Santa Cruz Shared Use Path to the existing Shared Use Path at Avra Valley Road. This will also connect the Town of Marana directly to the Pima County Loop Trail System. It will also provide additional connectivity for existing neighborhoods, as well new residential developments and schools, to proposed commercial developments, all while continuing to provide an additional alternate transportation route for work, play, and recreation.

From a programming perspective, we continue to offer adaptive and inclusive programs, including the Sensory Swimming Program and the Cape Chase Adaptive Race events. These programs allow the Town to interact with community members that it may not have been able to do so with before, as well as offers much-deserved active programming to those with special needs.

CONCLUSION

The recommended spending plan detailed in this budget proposal considers these accomplishments as guide posts for future goals, while also recognizing the diverse challenges we will continue to face in the future. It also fully recognizes the challenge presented by the COVID19 pandemic as a key driver in how our economy has changed, and how we as an organization continue to be nimble to adapt quickly to such changes. As Marana succeeds and grows, it will need to continue to invest strategically while continually innovating to deliver the best service to its residents and customers. This budget demonstrates a commitment to that vision, and to the tenets of the Strategic Plan and the well-being of our community.

Thank you,



Jamsheed Mehta

Town Manager

BUDGET SUMMARY



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Town of Marana Budget Summary

The annual tentative budget for fiscal year 2020-2021 totals $149.3 million. The summary below includes expenditure budget appropriations for all Town funds and Specials Taxing district funds. More detailed information on each fund category presented below is available in this document.

Summary of All Town Funds & Special Districts
Tentative Budget
Fiscal Year 2021

Primary Entity	2020 Adopted	2021 Tentative	$ Change	% Change
General Fund	$ 51,751,547	$ 53,710,549	$ 1,959,002	3.80%
Special Revenue Funds	10,935,733	15,082,178	4,146,445	37.90%
Capital Projects Funds	22,252,106	29,370,943	7,118,837	32.00%
Debt Service Funds	5,933,359	5,917,415	-15,944	-0.30%
Enterprise Funds	39,915,310	29,786,160	-10,129,150	-25.40%
Internal Service Funds	5,049,200	4,711,332	-337,868	-6.70%
Primary entity	135,837,255	138,578,577	2,741,322	2.00%
Component Units				
Special Districts	7,943,540	10,680,688	2,737,148	34.50%
Total	**$ 143,780,795**	**$ 149,259,265**	**$ 5,478,470**	**3.80%**

Fiscal Year 2020-2021 Highlights:

- Overall Budget – The increase to the Town's overall tentative budget by $0.9 million is due to additional contingency appropriation in the Town's General fund and Special Revenue funds in anticipation of potential new federal relief funds, but also to provide flexibility required by the uncertainty of the economic impact of the pandemic. Further, multiple funds include restricted appropriation amounts that will only be expended later in fiscal year 2020-2021 if revenues meet or exceed expectations.

- General Fund – Contingency appropriations were increased to $10.6 million from $5 million in the prior year to account for $5.6 million in AZCares grant revenue anticipated to be received from the State of Arizona in fiscal year 2019-2020. Such

contingencies provide flexibility in the Town's General Fund budget and may only be utilized with Council approval.

Further, departments contributed to operating budget reductions, while some purchases of capital equipment were deferred to future periods.

Finally, due to the economic uncertainty, no merit increases were included in the current year budget, and no new positions were approved in the General Fund.

- Special Revenue Funds – The Grants special revenue fund includes additional revenue and corresponding expenditure budget of $5 million in anticipation of potential new federal relief funds. Inclusion of these appropriations provides flexibility to the Town's budget in case such relief funds become available during fiscal year 2020-2021.

- Capital Projects Funds – Capital projects budgeted in fiscal year 2020-2021 include the Adonis Road extension project, the Court's Jury Assembly room and the continuation of projects such as the Water Treatment Campuses and the Downtown Visitor's Center remodel. Due to the economic uncertainty caused by the pandemic a number of projects were deferred to future periods.

  Detail on all capital projects planned for fiscal year 2020-2021 may be found in the Town's Capital Improvement Plan available in this document.

- Enterprise Funds – New rate studies approved by Council in fiscal year 2019-2020 restructured and increased some rates in both the Water and Water Reclamation funds. The approved rate studies included two new positions which are being added in the Water fund to provide support for the ongoing maintenance of the Town's utility assets.

  Overall Enterprise fund budget decreases are due to the completion or near completion of large capital projects, including the Airport paving rehabilitation project, the Water Treatment Campuses and the Adonis Lift Station project.

  Detail on all capital projects planned for fiscal year 2020-2021 may be found in the Town's Capital Improvement Plan available in this document.

- Special Districts – The increase is associated with budget capacity for new debt issuances for Community Facility Districts as compared to the prior year.

RECOMMENDED INVESTMENTS

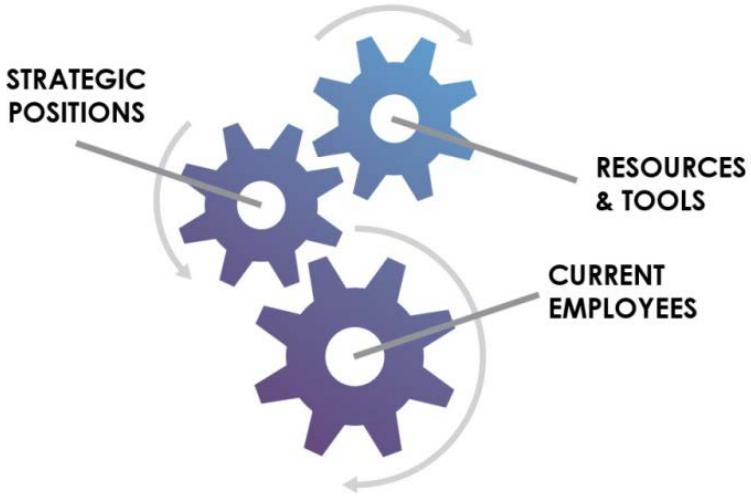


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Recommended Investments

The following outline describes several of the Town's investments into identified priority areas. The General Fund's contributions to these are detailed below. These investments represent changes in costs that are included within the tentative budget, the summaries of which are presented later in the document.



I. **Employee Compensation and Benefits Investment - $344,628 reduction ($684,619 reduction in General Fund)**
   a. Compensation – The overall reduction in compensation and related employer related benefit costs were achieved through vacancy management. No pay cuts or furloughs are included in the tentative budget. However, additional cost cutting measures may be considered as economic data becomes available in the new year.
   b. General fund includes salary savings of $576,271 due to the freezing of vacant positions for some portion of the new fiscal year.
   c. Non-General Fund overtime increases for grant funded hours - $215,400
   d. Other pay and benefits:
      - Includes health, retirement, disability insurance, etc.
        1. Employee Retirement – $31,533 reduction ($19,684 increase in General Fund)
        2. Worker's Compensation - $58,818 reduction ($59,211 from General Fund)
        3. Health Insurance & other benefits - $180,367 increase ($119,113 General Fund). The Town absorbed 100% health care insurance increases for the new fiscal year.
        4. Tuition Reimbursement program - $10,000 maintained

II. Resources and Tools Investment - $2,544,677 ($1,414,397 General Fund)

a. Vehicle & equipment purchases $1,271,817 ($1,005,017 General Fund). Much of this budgeted amount reflects the use of replacement dollars set aside in previous fiscal years and demonstrates the organization's commitment in ensuring employees have safe and reliable vehicles and equipment needed to provide a high level of service. Some vehicle replacements may be necessary early in the year but many replacements will only be ordered based on economic conditions.

b. Technology
   - Permitting, code enforcement, business license software - $82,500 (General Fund carry over)
   - Utility billing software - $100,000 (Water Fund carry over)
   - Cartegraph database structure analysis - $25,000 (General Fund)

c. Facilities
   - MMC campus drainage improvements - $126,125 (General Fund)
   - MMC Court Jury Room addition - $538,764 (General Fund, Local Technology Fund)
   - Downtown Visitor Center remodel - $483,161 (General Fund)
   - MOC campus remodel - $70,000 (General Fund)

d. Recreation
   - Parks Master Plan - $71,838 (General Fund)

III. Strategic Positions

The following table lists the new full time equivalent (FTE) positions added:

Working Position Title	FTE	Department	Funding Source
Water Operator II	1.00	Water	Water Fund
Electrician	1.00	Water	Water Fund
Total FTE Changes	**2.00**		

The addition of key positions is critical in maintaining service levels. The addition of an additional Water Operator II and an Electrician will provide much needed support to help monitor and maintain Town utility assets including the soon to be completed Water Treatment Campuses. The positions were included within the approved Water rate plan and will likely be hired mid fiscal year or as need arises and financial conditions allow.

Multi-year FTE Position Change Summary

The following table shows the change in authorized positions by FTE over the past four fiscal years.

	FY2018	FY2019	FY2020	FY2021
Budgeted FTE	355.75	363.75	375.35	377.35
Position change from previous year	8.00	8.00	11.40	2
Percentage change from previous year	2%	2%	3%	0.5%

Mid-year FTE Position Change Summary

The following table highlights mid-year FTE changes and reclassifications by position title and department for positions that were vacant and unfilled for an extended period of time. Changes are only considered if they help advance one of the five focus areas of the Town's Strategic Plan.

Previous Position Title	Previous Department	Revised Position Title	Revised Department
2 Police Officers	Police	2 Police Sergeants	Police
Police Sergeant	Police	Police Lieutenant	Police
5 Police Officers*	Police	5 Detectives	Police
Water Quality Specialist	Water	Water Quality Supervisor	Water
Budget Analyst	Finance	Senior Budget Analyst	Finance
Permit Clerk	Building Safety	Building Inspector I	Building Safety

**The Police Department has been using police officer FTEs with the use of special assignment pay to staff the department with detectives. The above change formalizes the classification of Detectives in the Town's job classification schedule. The change has no financial or FTE impact.*

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GOVERNMENTAL FUNDS BUDGET SUMMARY



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Governmental Funds Budget Summary

General Fund

The following General Fund summary is structurally balanced (i.e. ongoing revenues support ongoing services and programs). Of the amounts included below, $43 million represents ongoing costs and $7.3 million represents one-time costs, excluding $10.6 million of contingency.

Summary of General Fund
Tentative Budget
Fiscal Year 2021[1]

Revenues	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Sales tax revenues	$ 26,910,247	$ 24,389,464	(2,520,783)	-9.4%
Intergovernmental revenues	12,840,139	13,435,743	595,604	4.6%
Licenses, fees & permits	4,881,012	4,427,112	(453,900)	-9.3%
Charges for services	494,750	563,000	68,250	13.8%
Fines and forfeiture	402,000	408,500	6,500	1.6%
Grants and contributions	209,600	188,100	(21,500)	-10.3%
Investment income	777,000	610,000	(167,000)	-21.5%
Miscellaneous revenues	673,919	614,471	(59,448)	-8.8%
Total Revenue	***47,188,667***	***44,636,390***	***(2,552,277)***	***-5.4%***
Expenditures				
Personnel & benefits	31,029,155	30,344,536	(684,619)	-2.2%
Contracted services	7,835,623	5,848,764	(1,986,859)	-25.4%
Operating supplies & equip	9,442,589	15,474,144	6,031,555	63.9%
Capital outlay	3,444,180	2,043,105	(1,401,075)	-40.7%
Total Expenditures	***$ 51,751,547***	***$ 53,710,549***	***1,959,002***	***3.8%***
Over/(Under)	***$ (4,562,880)***	***$ (9,074,159)***	***(4,511,279)***	***98.9%***
Other Sources and (Uses)				
Transfers in	-	5,628,966	5,628,966	100.0%
Transfers out	(4,510,542)	(4,514,884)	(4,342)	0.1%
Total Sources and (Uses)	***(4,510,542)***	***1,114,082***	***5,624,624***	***-124.7%***
Change in fund balance	***(9,073,422)***	***(7,960,077)***	***1,113,345***	***-12.3%***

Note 1: The FY2020 budget includes $5 million in contingency, while the FY2021 budget includes $10.6 million in contingency. Contingency appropriations may only be utilized when approved by Council.

The following describes major changes between fiscal years:

Revenues:

- Sales tax revenues – Anticipated overall tax revenue reduction of 9.4% includes anticipated decreases of 10% across many categories including retail, restaurants and hotel taxes paid. However, Contracting remained unchanged compared to fiscal year 2020 levels as those were deemed to be at already conservative levels compared to actual revenues collected in prior years and as we expect a slowdown in building activity due to the uncertainty caused by the pandemic.

- Intergovernmental revenues – The shared revenue estimate is based on HB2483, which authorizes the State of Arizona to utilize annual Federal Census population estimates as the basis for allocating state shared revenues to Arizona cities and towns. The intergovernmental revenue estimate shown here is based upon a combination of final estimates provided by the League of Arizona Cities Urban Revenues and Sales tax and Towns and Town developed forecasts for Vehicle License Tax, as the League has not yet provided final estimates for the latter. Based on the League's final estimates Urban Sales tax increased by 18% and Shared State sales tax revenues decreased by 5.6% as compared to fiscal year 2019-2020. ***The Vehicle License Tax revenue estimate presented in the summary above could still change in the next few weeks as the League works to obtain information from the Arizona Department of Transportation on this revenue.***

- Licenses, fees & permits – The majority of this revenue is attributable to single family residential permits (SFR's). Budgeted SFRs for fiscal year 2020-2021 are 617, a 16.1% reduction from the prior year budgeted SFRs of 735. This adjustment reflects information received from various members of the home building industry that the COVID-19 pandemic will have an impact on new single-family residential units.

- Charges for services revenue – This revenue stream is primarily comprised of user fees the Town charges for specific services rendered. An overall increase is expected based on current forecasts of Park ramadas and other facility rental revenues, but these amounts are undergoing further review as we determine the ultimate impact of the pandemic.

- Fines and forfeiture – This revenue stream has performed above budgeted expectations in recent years while the number of court fines have been declining nationally. The current forecast includes a drop from actual amounts collected in recent years.

Expenditures:

- Personnel and benefits – The changes in personnel costs include salary savings to be realized by maintaining 4 FTE positions vacant throughout the fiscal year, and delaying the hiring of certain other select positions, for a total equivalent savings from 5.5 FTE positions. Further, all changes to salary charges and benefits, such as health care premium contributions, payroll tax changes and pension contributions are included. Health benefit contributions are increasing slightly by 3.2% from the prior year. The Town is absorbing the full cost of this increase in fiscal year 2020-2021. Finally, no new General Fund positions or merit increases are being considered at this time.

- Contracted services – Significant budget decreases to contracted services are primarily associated with the completion of one-time projects such as the Council Chambers HVAC upgrade, the deferment of some projects, as well as fewer one-time item requests as part of cost saving measures associated with the pandemic. Further, ongoing costs were also reduced, including an overall reduction of approximately 40% of the travel and training budget.

- Operating supplies & equipment – The increase of 63.9% is due to an anticipated reimbursement of $654,000 as part of the Marana Jobs Creation economic development program and due to the inclusion of $10.6 million in contingency appropriation to provide flexibility in the Town's budget. The increase in contingency of $5.6 million, as compared to last fiscal year, is equivalent to the AZCares award from the State of Arizona to the Town from U.S. Treasury Funds to partially reimburse public safety salary and employee related costs. All other costs were controlled or adjusted to amounts that will allow the Town to continue operations at current levels.

- Capital outlay – Costs associated with capital outlay decreased due to the completion of projects such as the remodel of the MMC B-Building and the deferment of $1.750 million of new projects to future periods as well as some other capital purchases. Costs include the purchases of replacement vehicles and equipment as well as construction costs to remodel the Visitor's Center and some funding for the new Jury Court Room addition. Some vehicle replacements may be necessary early in the year but most will be ordered based on economic conditions.

- Transfers in – The amount of $5.6 million is directly related to a one-time distribution of the AZCares award from the State of Arizona to the Town from U.S.

Treasury Funds to partially reimburse public safety salary and employee related costs.

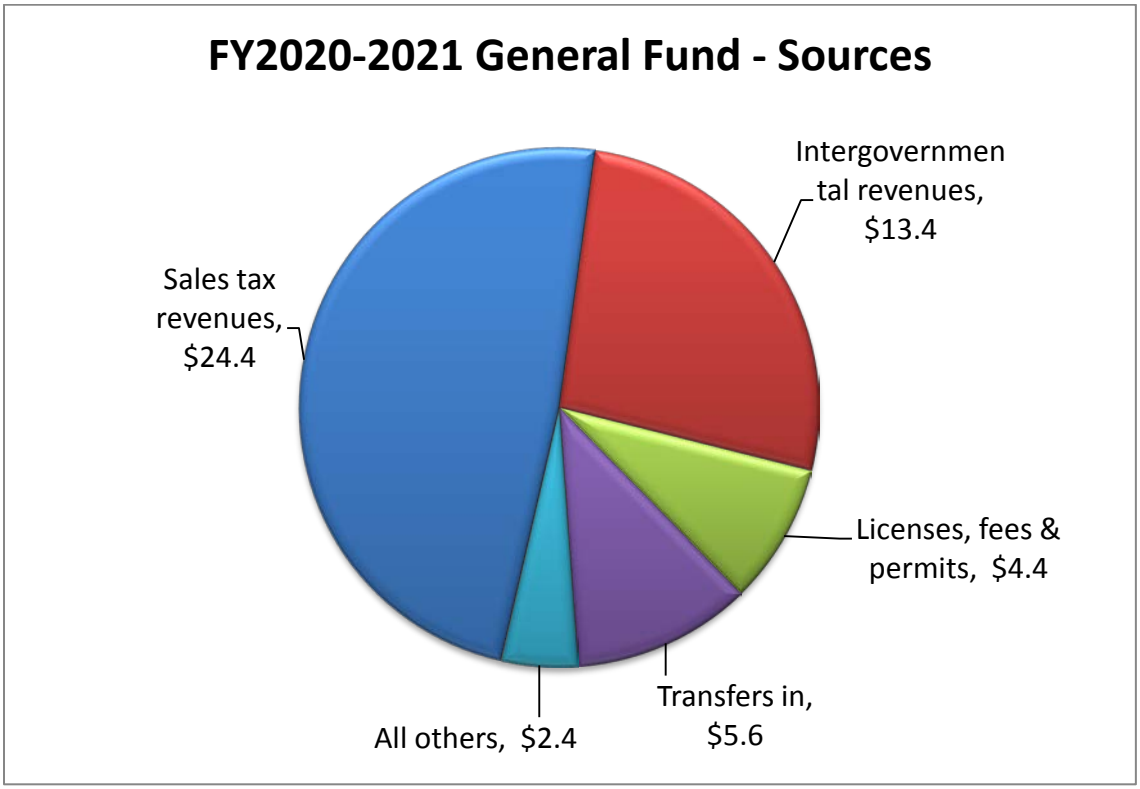
- Transfers out – In addition to required debt service transfers, the General Fund budget for FY2020 includes transfers for planned capital projects and cash matches for potential grant awards. Also, included is a transfer to the Water and Wastewater Funds for debt service payments and $700,000 for the Northwest Recharge and Recovery Distribution System project.

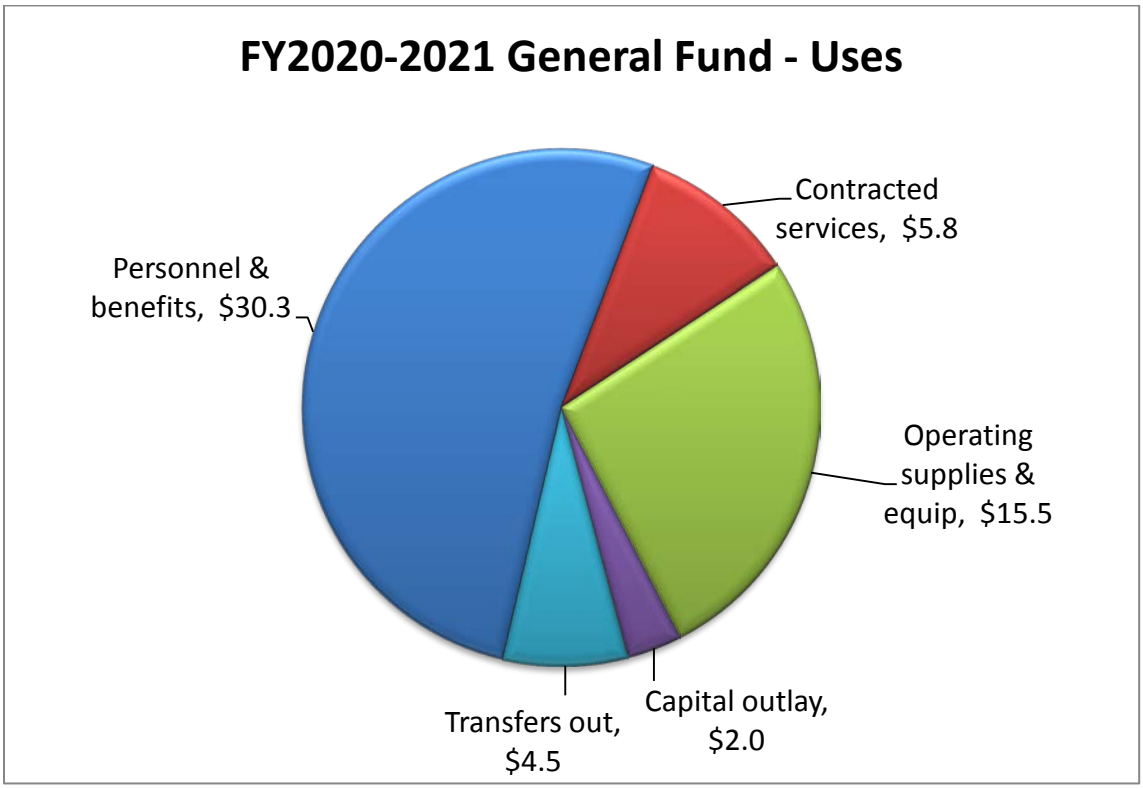
Change in Fund Balance – The General Fund is structurally balanced with ongoing expenses financed with ongoing revenues. Reserves are, by definition, a one-time resource which can only be deployed toward one-time projects and programs.

For fiscal year 2020-2021, utilization of $8 million of reserve balances is related to a larger than normal contingency appropriation of $10.6 million as compared to the prior fiscal year contingency amount of $5 million. The additional $5.6 million is equivalent to the AZCares award from the State of Arizona to the Town from U.S. Treasury Funds to partially reimburse public safety salary and employee related costs, and provides the Town with flexibility to address any unanticipated events during the year.

Excluding the $10.6 contingency appropriation, the General fund reserve balance would increase by $2.7 million.

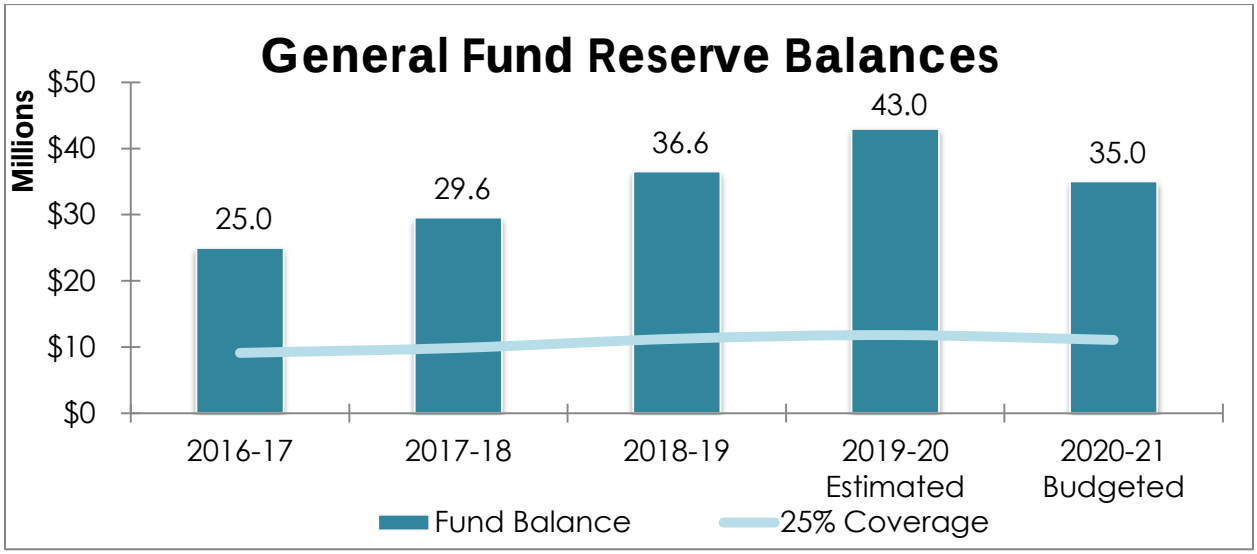
The following charts present the overall General Fund sources and uses of projected resources.





General Fund Reserve Balances

Fund balance reserves provide the Town with the liquidity to meet current cash needs, the capacity to invest in key initiatives and flexibility in determining how certain items are funded. Recognizing the importance of healthy reserve balances, Town Council adopted a target, minimum reserve balance of 25% of estimated revenues for the budget year. As depicted in the chart below, the Town exceeded the minimum reserve balance in all fiscal years.



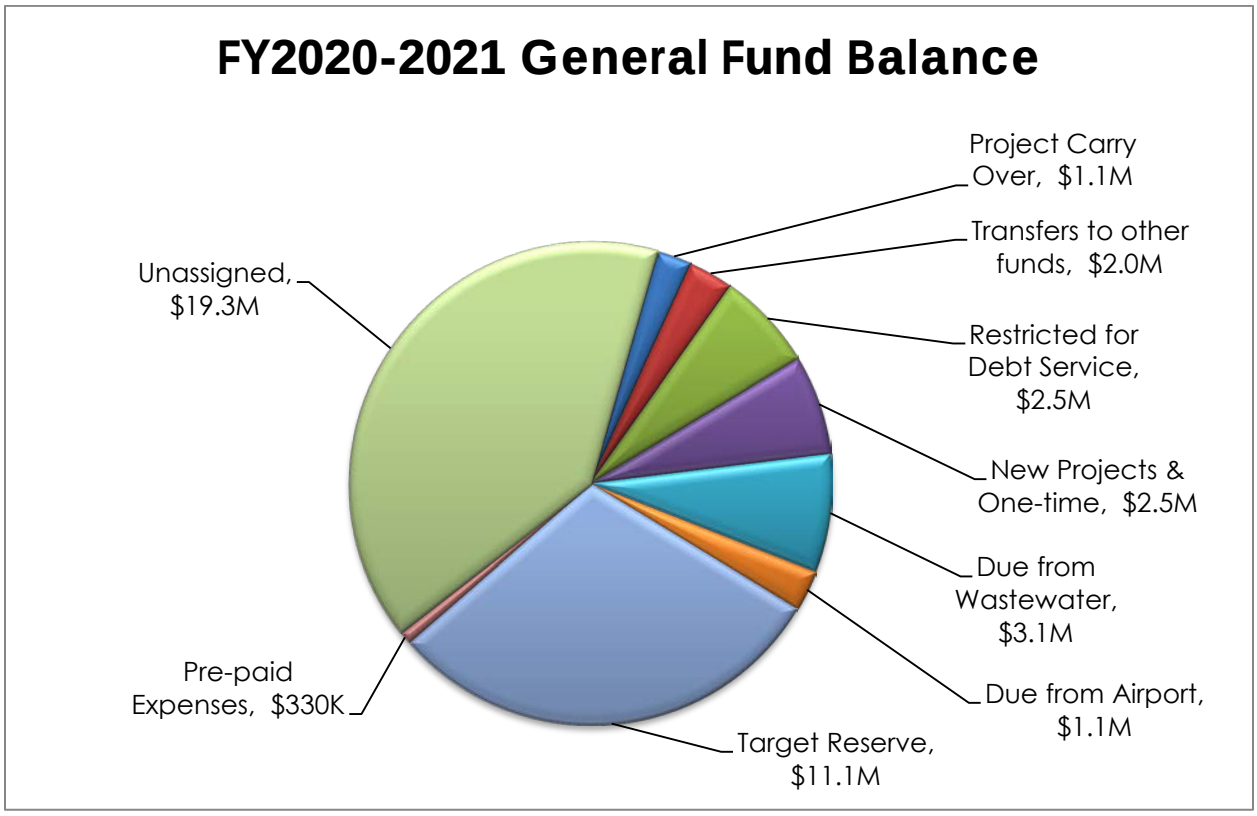
The Town has been modestly adding back to General Fund reserve balances since fiscal year 2008-2009 to a recent high of $36.6 million at the end of fiscal year 2018-2019. General Fund balances are estimated to decrease by approximately $8 million by the end of fiscal year 2020-2021. This is attributed mostly to a larger than normal contingency appropriation of $10.6 million as compared to a contingency amount of $5 million in fiscal year 2019-2020. This increased amount provides the Town with flexibility to address any unanticipated events during the year.

Excluding contingency appropriations, the General fund reserve balance would increase by $2.7 million, due to a one-time AZCares award from the State of Arizona to the Town from U.S. Treasury Funds to partially reimburse public safety salary and employee related costs.

The Town took steps to control spending in response to the current economic uncertainty caused by the pandemic as the Town is experiencing a drastic drop in economic activity in the last quarter of the fiscal year. Also, some of the unspent funds are related to one-time projects that will be brought forward in the next fiscal year. This estimate also anticipates a transfer out of the General Fund for debt service related to the two Water Treatment Campuses, funding for the Northwest Recharge, Recovery and Distribution System project and continued support of airport operations.

As mentioned above, reserves are, by definition, a one-time resource which can only be deployed toward one-time projects and programs. Often the nature of these one-time project uses is beyond the normal operating capital needs of the organization. Often times, the use of reserves may advance an important initiative.

The chart and table below depict the possible impact on reserves should all projects under consideration move forward in the amounts originally requested.



Estimated Fund Balance @6/30/20	$ 42,997,597
Project Carry Over	1,076,408
FY2020-2021 Projects	2,520,152
Transfers to Other Funds	1,990,322
Restricted for Debt Service	2,499,563
Due from Wastewater	3,111,943
Due from Airport	1,079,926
Pre-paid Expenses	330,333
Target Reserve	11,062,201
Unassigned	$ 19,326,749

Special Revenue Funds

Bed Tax Fund

The Bed Tax Fund accounts for the discriminatory portion of the transient lodging (bed tax) rate which exceeds the Town's regular tax rate on other businesses. This portion must be used exclusively for the promotion of tourism as required by A.R.S. § 9-500.06(C).

Summary of Bed Tax Fund
Tentative Budget
Fiscal Year 2021

Revenues	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Sales revenues	$ 1,227,600	$ 1,104,840	$ (122,760)	-10.0%
Total Revenue	***$ 1,227,600***	***$ 1,104,840***	***(122,760)***	***-10.0%***
Expenditures				
Personnel & benefits	$ 129,108	$ 137,707	$ 8,599	6.7%
Contracted services	758,622	829,891	71,269	9.4%
Operating supplies & equip	339,870	137,242	(202,628)	-59.6%
Total Expenditures	***$ 1,227,600***	***$ 1,104,840***	***(122,760)***	***-10.0%***
Over/(Under)	***$ -***	***$ -***	***$ -***	***0.0%***
Change in fund balance	***-***	***-***	***-***	***0.0%***

The following describes major changes between fiscal years:

Revenues:

- Sales tax revenues – The anticipated bed tax revenue decrease of 10% is consistent with the Town's forecast of reduced revenues due to the impact of the pandemic. Staff continues to monitor data on hotel occupancy rates and revenues and may adjust the current forecast if deemed necessary.

Expenditures:

- Contracted services – Increases are primarily due to an anticipated increase to the State Land Lease payments for the Tortolita preserve.
- Operating supplies & equipment – The changes in operating costs include anticipated developer reimbursements.

Highway User Revenue Fund

The Highway User Revenue Fund (HURF) accounts for our portion of state shared taxes on the sale of gasoline, sale of diesel fuels and other transportation related fees. A state constitutional restriction on the use of the highway user revenues requires that these funds be used solely for street and highway purposes within the public right-of-way. This shared gas tax is the primary source of revenue used for the maintenance of our transportation system.

Summary of Highway User Revenue Fund
Tentative Budget
Fiscal Year 2021

Revenues	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Intergovernmental revenues	$ 3,640,329	$ 3,276,296	$ (364,033)	-10.0%
Investment income	15,000	5,000	(10,000)	-66.7%
Total Revenue	***$ 3,655,329***	***$ 3,281,296***	***$ (374,033)***	***-10.2%***
Expenditures				
Contracted services	$ 4,017,881	$ 2,933,500	$ (1,084,381)	-27.0%
Operating supplies & equip	470,000	935,000	465,000	98.9%
Capital outlay	619,000	198,955	(420,045)	-67.9%
Total Expenditures	***$ 5,106,881***	***$ 4,067,455***	***(1,039,426)***	***-20.4%***
Over/(Under)	***$ (1,451,552)***	***$ (786,159)***	***$ 665,393***	***-45.8%***
Change in fund balance	***(1,451,552)***	***(786,159)***	***665,393***	***-45.8%***

The following describes major changes between fiscal years:

- Intergovernmental revenues – The HURF shared revenue estimate (intergovernmental revenues) is based on HB2483. This bill utilizes the annual Federal Census population estimate as the basis for allocating state shared revenues to the various cities and towns. The intergovernmental revenue estimate shown here is based upon a preliminary estimate prepared by Town staff as the League of Arizona Cities and Towns has not yet provided an update reflecting the impact of the pandemic. The League is waiting for updated information for the Arizona Department of Transportation before issuing an update to their original estimates. **Therefore, t*he revenue estimate presented in the summary above could still change in the next few weeks as the League***

works to obtain information from the Arizona Department of Transportation or potentially if the State of Arizona takes adverse legislative steps to sweep shared revenues as they have done in the past.

Expenditures:

- Contracted services – The decrease in contracted services is mainly attributable to the completion of the Town's expanded pavement preservation program. Pavement preservation for fiscal year 2019-2020 included approximately $1 million of funding carried over from the prior year.

- Operating supplies & equipment – For fiscal year 2020-2021 restricted funding was added to respond to potential monsoon related damages in the amount of $200,000. Additional amounts of $495,000 we included in restricted funding toward the purchase of capital equipment and other one-time expenditures. Restricted amounts may only be used if funding beyond budgeted amounts becomes available.

- Capital outlay – Capital outlay is associated with the replacement and purchase of vehicles and equipment required to maintain the Town's roads and right-of-way. For fiscal year 2020-2021 the majority of such amounts were placed in a restricted account, and may only be used if funding becomes available during the year. An amount of $198,555 is being carried forward from fiscal year 2019-2020 for the ongoing Adonis Subdivision Drainage improvements project.

- Changes in fund balance – Similar to the General Fund, HURF is structurally balanced with ongoing expenses financed with ongoing revenues. New one-time expenses have been restricted and may happen if funding becomes available. The fund is anticipating adding to reserve balances by the end of fiscal year 2019-2020.

All Other Special Revenue Funds

Other Special Revenue Funds include funds that account for a variety of grants and contributions including the Community Development Block and Affordable Housing grants, and public safety special revenue funds for the Town's Police Department and the Magistrate Court, including Racketeer Influenced and Corrupt Organizations Act funds (RICO), impound fees and various court fees, which are required to be kept in separate funds by Arizona Revised Statutes and grant agreements. Historically, the majority of revenues and expenses in these funds are provided by outside sources, with small amounts contributed by the General Fund to comply with grant matching requirements.

Summary of All Other Special Revenue Funds
Tentative Budget
Fiscal Year 2021

Revenues	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Intergovernmental revenues	$ 3,339,944	$ 8,230,023	$ 4,890,079	146.4%
Fines and forfeiture	65,500	67,500	2,000	3.1%
Grants and contributions	244,230	417,589	173,359	71.0%
Investment income	7,500	7,500	-	0.0%
Miscellaneous revenues	40,000	45,000	5,000	12.5%
Total Revenue	***3,697,174***	***8,767,612***	***5,070,438***	***137.1%***
Expenditures				
Personnel & benefits	1,045,474	1,092,406	46,932	4.5%
Contracted services	348,500	323,157	(25,343)	-7.3%
Operating supplies & equip	3,164,072	7,997,820	4,833,748	152.8%
Capital outlay	43,206	496,500	453,294	1049.1%
Total Expenditures	***$ 4,601,252***	***$ 9,909,883***	***5,308,631***	***115.4%***
Over/(Under)	***$ (904,078)***	***$ (1,142,271)***	***(238,193)***	***26.3%***
Other Sources and (Uses)				
Transfers in	100,000	100,000	-	0.0%
Transfers out	-	(5,628,966)	(5,628,966)	100.0%
Total Sources and (Uses)	***100,000***	***(5,528,966)***	***(5,628,966)***	***-5629%***
Change in fund balance	***(804,078)***	***(6,671,237)***	***(5,867,159)***	***729.7%***

The following describes major changes between fiscal years:

Revenues:

- Intergovernmental revenues – These revenues account for unanticipated grant award revenues. The increase from the prior year is primarily due to an additional $5 million budgeted in case the federal government provides the Town with any new pandemic relief funds during fiscal year 2020-2021.

Expenditures:

- Personnel & benefits – Costs here account for grant funded salaries and related costs associated with a variety of grants such as the Vehicle Theft Taskforce grant, Drug Enforcement Agency, High Intensity Drug Trafficking Area, Counter Narcotics Alliance and School Resource Officers. Amounts may fluctuate from one year to the next based on anticipated grant award funding availability.

- Operating supplies & equipment – Increases are primarily due to a budget appropriation of $5 million in case the federal government provides the Town with any new pandemic relief funds during fiscal year 2020-2021.

- Capital outlay – The changes are primarily due to funds being provided by the Court's Local Technology fund toward the construction of the Jury Court Room and for vehicle purchases planned from RICO and police impound funds.

- Transfers out – Amounts expected to be received in fiscal year 2019-2020 as part of the AZCares award granted to the Town by the State of Arizona from U.S. Treasury Funds to partially reimburse public safety salary and employee related costs. These funds are anticipated to be transferred to the General Fund.

Capital Projects Funds

The Town's Capital Projects Funds are utilized for many of the projects presented in the Town's Capital Improvement Plan. Capital Projects Funds include funds that account for Impact fees, construction sales taxes (Transportation Fund and Downtown Reinvestment Fund), and funding provided by outside sources such as the Pima Association of Governments, the County and private parties to be utilized for the construction and acquisition of capital projects.

Summary of Capital Projects Funds
Tentative Budget
Fiscal Year 2021

Revenues	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Sales tax revenues	$ 5,605,050	$ 5,978,500	373,450	6.7%
Intergovernmental revenues	744,275	2,010,000	1,265,725	170.1%
Licenses, fees & permits	2,414,508	1,995,616	(418,892)	-17.3%
Grants and contributions	75,000	48,112	(26,888)	-35.9%
Investment income	50,000	50,000	-	0.0%
Total Revenue	***8,888,833***	***10,082,228***	***1,193,395***	***13.4%***
Expenditures				
Contracted services	125,000	450,000	325,000	260.0%
Operating supplies & equip	200,000	1,030,582	830,582	415.3%
Capital outlay	21,927,106	27,890,361	5,963,255	27.2%
Total Expenditures	***$ 22,252,106***	***$ 29,370,943***	***7,118,837***	***32.0%***
Over/(Under)	***$ (13,363,273)***	***$ (19,288,715)***	***(5,925,442)***	***44.3%***
Other Sources and (Uses)				
Transfers in	234,316	-	(234,316)	100.0%
Transfers out	(1,675,792)	(1,680,229)	(4,437)	0.3%
Total Sources and (Uses)	***(1,441,476)***	***(1,680,229)***	***(238,753)***	***16.6%***
Change in fund balance	***(14,804,749)***	***(20,968,944)***	***(6,164,195)***	***41.6%***

The following describes major changes between fiscal years:

Revenues:

- Sales tax revenues – A moderate increase is anticipated due to planned construction of large projects, including a used car dealership and the completion of ongoing projects. However, this increase is greatly reduced from the original increase of 32% anticipated prior to the economic impact of the pandemic to the Town's revenues. These revenues are recorded in the Transportation and Downtown Reinvestment Funds.

- Intergovernmental revenues – These revenues account for funding provided by outside sources such as the County and private parties to be utilized for the construction and acquisition of capital projects. The increase from the prior year is primarily due to an additional $1.5 million budgeted for the construction of the Adonis Road extension, to be provided by developers as part of their contributions toward the funding of the project. Remaining revenues are associated with funding to be provided by the County under an intergovernmental agreement for the Parks and Recreation Santa Cruz shared use path at CalPortland project.

- Licenses, fees & permits – This revenue is attributable to impact fees collected from the issuance of permits. Budgeted single family residential permits (SFR) for fiscal year 2020-2021 are 617, a reduction from the prior year budgeted SFRs of 735. This adjustment reflects information received from various members of the home building industry that the COVID-19 pandemic will have an impact on new single-family residential units.

Expenditures:

- Contracted services – Costs here account for consulting fees and anticipated payments under a development agreement anticipated to materialize during fiscal year 2020-2021 currently under review by the Economic development department. All amounts are budgeted in the Downtown reinvestment funds.

- Operating supplies & equipment – Costs here account for developer agreement reimbursements to Cottonwood Properties Inc. and Continental Ranch Development LLC made out of the Town's Transportation fund. Amounts reimbursed are dependent on actual construction sales taxes collected. As these reimbursements had not been budgeted in prior years, they show an increase when compared to last year's budget amounts. Prior year budget was

related to the close out of the Half Cent Sales Tax fund utilized for the construction of the Police Facility.

- Capital Outlay – Costs account for a variety of Transportation and impact fee funded projects. Amounts may fluctuate from one year to the next based on a variety of factors, including funding availability, which projects were completed in prior years and anticipated needs on Town infrastructure**.** Additional information on the projects included is available in the Town's Capital Improvement Plan included in this document.

- Transfers out – Amounts transferred from Impact fees and Transportation Fund revenues toward the maintenance of debt service payments on financing used to construct Town infrastructure.

Debt Service Funds

Debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term principal and interest. The Town's funds account for the payments of several prior year debt issuances and refunding of revenue bonds, including Series 2013, Series 2014 and Series 2017. Funding, in the form of transfers in, is provided from a variety of sources including General Fund, Transportation, and Impact Fee Fund revenues.

There have been no issuances of Town obligated debt since 2017. As such amounts below fluctuate based on funding needs to maintain existing debt payments.

Summary of Debt Service Funds
Tentative Budget
Fiscal Year 2021

Expenditures	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Debt Service	$ 5,933,359	$ 5,917,415	(15,944)	-0.3%
Total Expenditures	***$ 5,933,359***	***$ 5,917,415***	***(15,944)***	***-0.3%***
Over/(Under)	***$ (5,933,359)***	***$ (5,917,415)***	***$ 15,944***	***-0.3%***
Other Sources				
Transfers in	5,986,888	5,986,941	53	0.0%
Total Sources and (Uses)	***5,986,888***	***5,986,941***	***53***	***0.0%***
Change in fund balance	***53,529***	***69,526***	***15,997***	***29.9%***

Special Taxing Districts (Districts)

Special Taxing Districts include several Community Facilities Districts (CFD) and the Tangerine Farms Road Improvement District (Tangerine ID). CFDs levy property taxes to pay for bonds issued to finance the acquisition and construction of public infrastructure benefiting the district and to pay costs of issuance related to the bonds and certain maintenance and operations costs. The Tangerine ID accounts for special assessments collected by the property owners of the district to pay for bonds issued to finance the acquisition and construction of infrastructure improvements and to pay costs of issuance related to the bonds.

Summary of Special Taxing District Funds
Tentative Budget
Fiscal Year 2021

Revenues	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Property Taxes	$ 1,182,845	$ 1,432,967	$ 250,122	21.1%
Grants and contributions	2,873,670	2,208,220	(665,450)	-23.2%
Miscellaneous revenues	60,680	244,487	183,807	302.9%
Total Revenue	***4,117,195***	***3,885,674***	***(231,521)***	***-5.6%***
Expenditures				
Contracted services	83,450	89,950	6,500	7.8%
Operating supplies & equip	767,700	845,052	77,352	10.1%
Capital outlay	2,226,000	5,570,000	3,344,000	150.2%
Debt service	4,866,390	4,175,686	(690,704)	-14.2%
Total Expenditures	***$ 7,943,540***	***$ 10,680,688***	***2,737,148***	***34.5%***
Over/(Under)	***$ (3,826,345)***	***$ (6,795,014)***	***(2,968,669)***	***77.6%***
Other Sources and (Uses)				
Transfers out	(34,727)	(5,660)	29,067	-83.7%
Bond proceeds	2,505,000	6,050,000	3,545,000	141.5%
Total Sources and (Uses)	***2,470,273***	***6,044,340***	***3,574,067***	***145%***
Change in fund balance	***(1,356,072)***	***(750,674)***	***605,398***	***-44.6%***

The following describes major changes between fiscal years:

Revenues:

- Property taxes – These revenues account for taxes levied on property owners within the boundaries of each CFD. The change is attributed to increases in property assessed valuations as compared to the prior fiscal year. Tax rates levied by the CFDs are not anticipated to increase in fiscal year 2020-2021.

- Grants and contributions – These revenues account for special assessments made to the property owners within the Tangerine ID. Amounts decreased from the prior fiscal year as we anticipate a reduction in the amount of pre-paid assessments during fiscal year 2020-2021.

- Miscellaneous revenues – These revenues account for developer contributions needed to cover debt service payment amounts beyond the max targeted tax rate of $2.50. The increase is due to developer contributions that may be required if the District Board approves the issuance of the full amount of debt available in the proposed budget.

Expenditures:

- Operating supplies & equipment – Costs here account for the operations and maintenance of the Districts. The majority of the budget appropriation represents maintenance reserves for the Gladden Farms and Saguaro Bloom CFDs. The increase from the previous year is primarily due to an increase of such reserves in the Saguaro Bloom CFD.

- Capital outlay – Costs account for the purchase of infrastructure paid through new debt financing issued by the District. The amount of such acquisitions has decreased in fiscal year 2020-2021 as staff anticipates issuing debt for only one of the Districts (Saguaro Bloom CFD). In the prior year, debt was issued for Gladden Farms, Phase II, CFD and for the Saguaro Bloom CFD.

- Debt service – The decrease in debt service payments is mainly attributed to a decrease in pre-paid special assessments from property owners in the Tangerine ID.

- Bond proceeds – Amounts increased in fiscal year 2020-2021 as staff has added budget capacity to issue new debt for two of the Districts (Gladden Farms CFD and Saguaro Springs CFD). In the prior year, debt was issued for Gladden Farms, Phase II, CFD and for the Saguaro Springs CFD.

ENTERPRISE FUNDS BUDGET SUMMARY



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Enterprise Funds Budget Summary

Water Funds (Operating, Capital and Impact Fee)

The primary revenues for the Water Operating Fund are for charges for water delivered and sold to customers. As such, it is set up and operates as a stand-alone enterprise fund. Impact fees are used for water capital improvement projects and debt service payments and thus are presented as part of the Water enterprise fund.

Summary of Water Funds
Tentative Budget
Fiscal Year 2021

Revenues	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Charges for services	$ 5,895,969	$ 5,655,873	(240,096)	-4.1%
Intergovernmental revenues	-	85,000	85,000	100.0%
Licenses, fees & permits	2,936,715	2,800,598	(136,117)	-4.6%
Grants and contributions	109,101	145,219	36,118	33.1%
Investment income	25,000	25,000	-	0.0%
Miscellaneous revenues	150,000	116,499	(33,501)	-22.3%
Total Revenue	***9,116,785***	***8,828,189***	***(288,596)***	***-3.2%***
Expenditures				
Personnel & benefits	2,155,330	2,287,468	132,138	6.1%
Contracted services	1,823,841	2,122,373	298,532	16.4%
Operating supplies & equip	2,378,415	2,279,971	(98,444)	-4.1%
Capital outlay	20,021,148	13,127,812	(6,893,336)	-34.4%
Debt Service	1,262,689	1,399,956	137,267	10.9%
Total Expenditures	***$ 27,641,423***	***$ 21,217,580***	***(6,423,843)***	***-23.2%***
Over/(Under)	***$ (18,524,638)***	***$ (12,389,391)***	***6,135,247***	***-33.1%***
Other Sources and (Uses)				
Transfers in	972,298	1,812,404	840,106	86.4%
Transfers out	(1,532,108)	(1,530,337)	1,771	-0.1%
Loan proceeds	14,850,000	8,157,435	(6,692,565)	-45.1%
Total Sources and (Uses)	***14,290,190***	***8,439,502***	***(5,850,688)***	***-40.9%***
Change in fund balance	***(4,234,448)***	***(3,949,889)***	***284,559***	***-6.7%***

The following describes major changes between fiscal years:

Revenues:

- Charges for services – Charges for services, or rate revenues are the main source of revenue for the Water Fund. Rate revenues are solely based on the existing rate structure plus new account growth. These rates were re-structured in January 2020 based on a water rate study approved by Council. The changes in revenue are primarily due to a slight overestimation of revenues related to account growth in fiscal year 2020 as well as the restructuring of rate revenues and reduced account growth as a result of the pandemic.

- Intergovernmental revenues – Increases in this revenue source are related to amounts remitted to the Town from the City of Tucson for water resources charges and for grant opportunities the department plans to pursue in fiscal year 2020-2021.

- License fees & permits – Changes in this revenue source are related to an anticipated reduction in inspections and water resources impact fees due to reduced growth associated with the construction of new homes.

- Miscellaneous revenues – The amount in this category represents administrative related revenues for resources expended by the Water Fund in the operation of water reclamation facilities.

- Transfers in – Amounts are associated with transfers from the General Fund to the Water Fund for debt service payments for the WIFA loan issued to finance the construction of the two new Water Treatment Campuses and with funding of $700,000 for the Northwest Recharge and Recovery Distribution System project.

- Loan proceeds – Amounts are associated with the WIFA loans issued to finance the construction of the Water Treatment Campuses. The reduction is due to the use of these loans as they are being drawn down in fiscal year 2019-2020 to pay for ongoing construction costs.

Expenditures:

- Personnel & benefits – Increases in this category are attributable to the addition of a new Water Operator position and a new Electrician position for fiscal year 2020-2021. These positions will aid in the operation and maintenance of all water and water reclamation assets including the two new Water Treatment Campuses and were programmed in the rate study approved by Council in fiscal year 2019-2020. The positions are scheduled to be hired no earlier than January 2021.

- Contracted Services – This category includes the majority of the Water Fund's maintenance and rehabilitation programs. Increases for fiscal year 2020-2021 are attributable to funding that has been restricted and may be used if grant revenues become available, or in case of emergency caused by a well failure which would require the department to haul water in order to continue providing service to existing customers.

- Operating supplies & equipment – The Water Operating fund expenses in this category decreased due to reduced developer reimbursements in fiscal year 2020-2021.

- Capital outlay – This category includes the purchase and replacement of vehicles and equipment necessary to provide services as well as water related capital improvement projects. For fiscal year 2020-2021 only vehicles needed to support the new positions of Water Operator and Electrician are included in the Tentative Budget. Vehicle replacements have been programmed to be purchased from the Water Capital fund with vehicle replacement funding; the department has been accumulating for that purpose over the last few years. The decrease is primarily attributed to the ongoing construction of the Water Treatment Plants. For more details please refer to the Town's Capital Improvement Plan.

- Debt service – The increase in debt service for fiscal year 2020-2021 is due to higher interest and fees for WIFA loans used to fund the two new Water Treatment Campuses, which increase as we draw down and utilize those loans.

- Change in Fund Balance – The Water Operating Fund budget includes a deficit balance. The recently approved water study assumed a deficit of approximately $0.5 million in fiscal year 2020-2021. The deficit in the current budget is slightly higher as the department budgeted funding to be used only in case of emergency caused by a well failure which would require the department to haul water in order to continue providing service to existing customers.

  Approximately $3 million of the decrease in fund balance is related to capital improvements projects budgeted in the Water Capital fund and in impact fee funds where projects are constructed as funding becomes available. In some cases, certain projects that have been programmed in fiscal year 2020-2021 will only move forward if additional funding beyond current budgeted revenues becomes available.

Water Reclamation Funds (Operating, Capital & Impact Fee)

The primary revenues for the Water Reclamation Operating Fund are for customer charges to deliver and treat sewer flows at the north Marana Water Reclamation Facility. The primary customers are outside of the organization. As such, it is set up and operates as a stand-alone enterprise fund.

Impact fees are used for water reclamation capital improvement projects and debt service payments and thus are presented as part of the Water Reclamation enterprise fund.

Summary of Water Reclamation Funds
Tentative Budget
Fiscal Year 2021

Revenues	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Charges for services	$ 1,490,045	$ 1,841,278	351,233	23.6%
Licenses, fees & permits	1,708,503	1,930,725	222,222	13.0%
Grants and contributions	-	27,701	27,701	100.0%
Investment income	1,000	2,000	1,000	100.0%
Total Revenue	***3,199,548***	***3,801,704***	***602,156***	***18.8%***
Expenditures				
Personnel & benefits	628,941	583,306	(45,635)	-7.3%
Contracted services	549,885	595,000	45,115	8.2%
Operating supplies & equip	360,850	302,800	(58,050)	-16.1%
Capital outlay	2,336,957	2,122,515	(214,442)	-9.2%
Debt Service	855,911	858,781	2,870	0.3%
Total Expenditures	***$ 4,732,544***	***$ 4,462,402***	***(270,142)***	***-6.1%***
Over/(Under)	***$ (1,532,996)***	***$ (660,698)***	***872,298***	***-56.9%***
Other Sources and (Uses)				
Transfers in	893,797	814,730	(79,067)	-8.8%
Transfers out	(1,309,810)	(1,308,110)	1,700	-0.1%
Loan proceeds	1,258,636	1,186,565	(72,071)	-5.7%
Total Sources and (Uses)	***842,623***	***693,185***	***(149,438)***	***-17.7%***
Change in fund balance	***(690,373)***	***32,487***	***722,860***	***-104.7%***

The following describes major changes between fiscal years:

Revenues:

- Charges for services – Charges for services, or rate revenues are the main source of revenue for the Water Reclamation Fund. Rate revenues are solely based on new account growth and rates charged to customers. These rates were increased in January 2020 based on a waste water rate study approved by Council. The increase in revenues is due to account growth in fiscal year 2019-2020 as well as the increase in rates.

- Licenses permits & fees – This revenue is primarily comprised of impact fees. The change is primarily due to a one-time infusion of impact fees associated with the completion of the Adonis Lift Station project which will connect an already built neighborhood to the Town's sewer system.

- Loan proceeds – Amounts are associated with the WIFA loans issued to finance the construction of the Adonis Lift Station project. The reduction is due to the use of these loans as they are being drawn down in fiscal year 2019-2020 to pay for ongoing construction costs.

Expenditures:

- Personnel & benefits – The major change between fiscal years is primarily due to turnover in existing positions as employees that were promoted were replaced with employees hired at a lower salary.

- Contracted Services – The major change between fiscal years is primarily due to increased system repairs and maintenance on the sanitary sewer collection system.

- Operating supplies and equipment – This category accounts for the majority of costs to operate the recently constructed water reclamation facility. The reduction is primarily due to reduced electrical costs at the facility.

- Capital outlay – In the operating fund, this category includes the purchase and replacement of vehicles, equipment and infrastructure necessary to provide services. Purchases for such items were not deemed necessary for fiscal year 2020-2021.

In the capital and impact fee funds, this category includes budget for capital improvement projects. The overall decrease is associated with the ongoing construction of the Adonis Lift station project anticipated to be completed in fiscal year 2020-2021.

- Debt service – The fiscal year budget included projected debt service on the portions of the 2017 Series bonds attributable to the WRF expansion to 1.5MGD as well as WIFA loans for repairs to the collections system in the Adonis neighborhood.

- Change in Fund Balance – The Water Reclamation Operating Fund is structurally balanced with ongoing expenses financed with ongoing revenues. One of the goals of the recent Council approved rate study in fiscal year 2020-2021 was to establish and maintain adequate reserves to provide for 60 days of operations and maintenance expenses. As such, revenues in excess of expenses will be used for that stated purpose. Amounts over adequate reserves may also be deployed toward one-time projects and programs.

Airport Funds (Operating and Capital)

The primary revenues for the Airport Operating Fund are for customer charges for facility or ground lease revenues, open tie-down permits and fueling fees for planes at the airport. The primary services are to customers outside of the organization. As such, it is set up and operates as a stand-alone enterprise fund.

Federal and State grants, matched by Town funding are used for airport capital improvement projects as grant awards become available and accepted by Council.

Summary of Airport Funds
Tentative Budget
Fiscal Year 2021

Revenues	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Charges for services	$ 339,200	$ 360,336	21,136	6.2%
Intergovernmental revenues	6,328,463	3,395,697	(2,932,766)	-46.3%
Miscellaneous revenues	63,000	25,000	(38,000)	-60.3%
Total Revenue	***6,730,663***	***3,781,033***	***(2,949,630)***	***-43.8%***
Expenditures				
Personnel & benefits	291,331	290,663	(668)	-0.2%
Contracted services	249,649	233,665	(15,984)	-6.4%
Operating supplies & equip	73,900	60,850	(13,050)	-17.7%
Capital outlay	6,926,463	3,521,000	(3,405,463)	-49.2%
Total Expenditures	***$ 7,541,343***	***$ 4,106,178***	***(3,435,165)***	***-45.6%***
Over/(Under)	***$ (810,680)***	***$ (325,145)***	***485,535***	***-59.9%***
Other Sources and (Uses)				
Transfers in	910,680	325,145	(585,535)	-64.3%
Total Sources and (Uses)	***910,680***	***325,145***	***(585,535)***	***-64.3%***
Change in fund balance	***100,000***	***-***	***(100,000)***	***-100.0%***

The following describes major changes between fiscal years:

Revenues:

- Charges for services – This revenue source is comprised of air hangar leases, fuel charges, and open tie-downs. Revenues include amounts for the short-term parking or large commercial airline jets, which will likely leave sometime by the middle of fiscal year 2020-2021.

- Intergovernmental revenues – This revenue source is primarily comprised of federal and state grants awards, which are to be used toward airport capital improvement projects along with cash match funding from the Town.

- Transfers in – The budgeted transfer for fiscal year 2020-2021 represents what may likely be an ongoing, operating subsidy from the General Fund. In fact, over the years, these operating deficiencies have accumulated a balance of over $1.0M which the Airport Fund owes the General Fund. The airport does not generate revenues adequate to support the needs of an airport with significantly aged infrastructure. Additional planning and coordination with the Economic Development Department is underway in an effort to improve the airport's ability to generate adequate revenues.

  Overall, for both operating and capital funds, transfers decreased from the prior fiscal year due to the completion of the paving project which included $668,000 in matching funds from the Town.

Expenditures:

- Contracted services – The change is associated with a combination of cost-cutting measures related to the economic uncertainty caused by the pandemic and due to one-time facilities maintenance projects completed during fiscal year 2019-2020. There are no large non-capital facilities projects budgeted for fiscal year 2020-2021.

- Operating Supplies & Equipment – The change is due to cost-cutting measures related to the economic uncertainty caused by the pandemic.

- Capital outlay – The change is primarily associated with the completion of a large pavement rehabilitation project mostly funded by Federal and State grants. Also, there are no purchases of capital equipment planned from the operating fund in fiscal year 2020-2021.

INTERNAL SERVICE FUNDS BUDGET SUMMARY

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Internal Service Funds

Internal Service funds account for the Town's self-insured medical, dental and vision benefits for the Town's employees.

Summary of Internal Service Funds
Tentative Budget
Fiscal Year 2021

Revenues	FY2020 Budget	FY2021 Tentative	$ Change	% Change
Miscellaneous revenues	$ 5,049,200	$ 4,711,332	(337,868)	-6.7%
Total Revenue	***5,049,200***	***4,711,332***	***(337,868)***	***-6.7%***
Expenditures				
Contracted services	568,058	649,728	81,670	14.4%
Operating supplies & equip	4,481,142	4,061,604	(419,538)	-9.4%
Total Expenditures	***$ 5,049,200***	***$ 4,711,332***	***(337,868)***	***-6.7%***
Over/(Under)	***$ -***	***$ -***	***-***	***0.0%***
Change in fund balance	***-***	***-***	***-***	***0.0%***

The following describes major changes between fiscal years:

Revenues:

- Miscellaneous revenues – These revenues are comprised of employee and employer premiums. While premiums increased by 3.2% from the prior year, fiscal year 2019-2020 amounts were overestimated. As such, the fiscal year 2020-2021 budget is showing an overall decrease to correct for the prior year overestimation.

Expenditures:

- Contracted services – Costs are primarily increasing due to higher stop-loss insurance premiums resulting from a large claim in a prior period.

- Operating supplies & equipment – Costs here account for medical, dental and vision claims. Fiscal year 2020-2021 claims were overestimated in the prior year. As such, fiscal year 2020-2021 budget is showing an overall decrease to correct the prior year overestimation. It is important to note that Town claims are trending better than comparable industry wide claims providing the Town the ability to control premium increases at a rate below industry increases.

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DEPARTMENT BUDGET SUMMARIES

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MAYOR & TOWN COUNCIL



Department Overview
The Marana Town Council is committed to providing its residents with a high standard of living, efficient municipal services, and progressive community planning. Their actions are based on solid values, uncompromising integrity, and servant leadership for the community.

2019 - 2020 Accomplishments

- Adopted a structurally balanced operating budget.
- Hosted the Town of Marana Legislative Day.
- Approved funding for the construction of two water treatment campuses to address perfluorinated compounds.
- Approved the Downtown Marana Overlay District.

2020 - 2021 Goals & Objectives

- Ensure the use of the Strategic Plan in the development of the annual budget.
- Maintain regular briefing reports and Council Executive Reports.
- Identify and support legislative priorities.
- Ensure that Marana remains a safe, clean and healthy community.

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY2020 Target**	**FY2021 Target**
Progress and Innovation	To promote and increase regionalism with neighboring communities	Number of yearly joint meetings with council members from neighboring communities	1	1

OPERATING BUDGET SUMMARY					
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
Personnel & Benefits	$253,605	$304,383	$315,670	$318,418	Note 1 $2,748
Contracted Services	6,942	12,534	20,461	18,416	Note 2 (2,045)
Operating Supplies & Equipment	9,441	6,780	13,485	13,410	(75)
Total by Category	**$269,988**	**$323,697**	**$349,616**	**$350,244**	**$628**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
General Fund	$269,988	$323,697	$349,616	$350,244	$628
Total by Fund	**$269,988**	**$323,697**	**$349,616**	**$350,244**	**$628**

Note: Town Council does not have FTE's. Town Council members are paid a stipend and are eligible to receive benefits.

Budget Notes & Changes

1. Personnel & Benefits – Slight increases budgeted due to increases in health care related costs.

2. Contracted Services – Fiscal year 2020-2021 budget includes slight decreases due to a reduction in anticipated travel.

TOWN MANAGER



Department Overview
The Town Manager's Office, under the policy and direction of the Town Council, provides oversight, support and coordination of administrative activities across the Town. The Manager's Team provides leadership and vision to town staff for the benefit of the entire Marana community. Using the Strategic Plan, we implement successful strategies to tackle the challenges and growth in the Town. The Manager's Team promotes responsiveness and efficient policies and procedures to ensure the highest quality of life for residents and businesses. The Manager's Team believes in strong partnerships with our business and development communities, our neighboring municipalities, and various interest groups in the area. We are committed to providing the highest level customer service and effective solutions to complex changes. The Manager's Team will never compromise our integrity or the public's trust.

TOWN MANAGER'S OFFICE

2019 – 2020 Accomplishments

- Completed the Ina Road Restoration, Interchange, and Santa Cruz River Bridge Reconstruction projects, and assisted businesses with the transition.
- Maintained a structurally balanced budget.
- Coordinated the development of the Marana 2040 General Plan.
- Completed multiple Marana Regional Airport Rehab and Facilities Upgrades.
- Created and adopted the Downtown Marana Overlay District.
- Received Marana Police Department Accreditation.
- Completed multiple studies and plans, including the Utility Rate Study, Sewer Conveyance Plan, N. Marana Drainage Study, and the Pavement Management Plan.
- Secured Funding for construction of water quality campuses through the Water Infrastructure Finance Authority (WIFA).
- Secured funding through WIFA for the Adonis colonia wastewater project.
- Prepared and adopted a new Community Facilities District (CFD) policy for new CFD's in the Town of Marana.
- Initiated Town-wide Employee Rewards and Recognition Program.
- Implemented enhanced employee benefits by implementing additional employee leave for employees who are about to become parents.

2020 - 2021 Goals & Objectives

- Maintain a structurally balanced budget in the face of economic hardship as a result of the COVID19 pandemic.
- Implement the Marana 2040 General Plan.
- Coordinate the design and construction of an air traffic control tower at Marana Regional Airport through the FAA Federal Control Tower Program.
- Complete the Parks and Recreation Master Plan.
- Update and expand the Town's Data Dashboard.
- Approve Home Rule Extension.
- Coordinate with regional partners for RTA extension, and propose Town-specific capital projects.
- Coordinate the potable water plan for the Town of Marana.

COMMUNICATIONS AND MARKETING DIVISION

2019-2020 Accomplishments

- FEMA training for emergency communication.
- Improved information flow between team and departments through PR Liaisons.
- Recurring Manager Messages in Tucson Local Media.
- Drafted official messaging in annual Marana Chamber guide.
- Updated the MaranaAZ.gov website template.
- Began applying ADA-compliant strategies for the website (photo captions, etc)
- Formalized work flow process, including draft templates, approval processes, and presentations.
- Budget-friendly strategies, with maximum impact.
- Work with Town leadership on State of the Town concept development and deliverables.
- Improved tracking system for department customer service metrics.

2020-2021 Goals & Objectives

- Conduct internal services survey to better serve employee communications needs.
- Provide media relations training for department representatives.
- Improve emergency communication practices and strategies through the use of Town-wide tabletop exercises.
- Explore opportunities for brand representation, including common gathering areas, front counters, lobby, and interoffice mailings.
- Revitalize the "Your Town" marketing brand and expand into collaborations with local artists.
- Brand education in the Daily Mail.

SPECIAL EVENTS DIVISION

2019-2020 Accomplishments

- Support natural growth of signature events with solutions; shuttles, parking, signage, logistics, etc.
- Sought solutions for even safety concerns; electrical issues, parking, traffic flow, security.
- Evolved community events with upcoming Traveling Town Square concept.
- Serve as a resource for Town departments for events; ground breakings, ceremonies, etc.
- Implemented vendor feedback tool.
- Planned and executed Ina Road Celebration Weekend in collaboration with Ina Rd businesses and various intergovernmental organizations.
- Implemented new application process for all vendors to offer full year of event registration at once, streamlining the process of filling vendor spaces for all events and gathering required documentation.
- Implemented Incident Action Plans for all signature events
- Collaborated with finance department to streamline the documentation process for food vendors' fire inspections.

2020-2021 Goals & Objectives

- Collaboration with Tech Services to update the Marana Events app.
- Pursue the "Traveling Town Center" event concept.
- Continue to work in collaboration with departments to attract third-party events to the community.
- Collaborate with departments and staff committees to develop employee-centric programs.

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Community	Invest in community input on Town services	Development and deployment of survey instruments	Administer town-wide citizen survey	Administer town-wide citizen survey, utilize social media for community input on services
Progress and Innovation	Foster a culture of innovation throughout the Town organization	Designate department PR Liaisons	-	Increase efficient flow of information among liaisons
Community	Ensure Town information is easily accessible to the public	Development of transparency apps and platforms	Creation of Town performance dashboard	Upgrade and enhance Town performance dashboard

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Community	Provide high service to other Town departments for marketing and branding	Increase the frequency of project communications with departments during project timeline	10% increase	Additional 5% increase
		Reduce initial response time for project requests by 20%	20% reduction	Additional 5% reduction
Progress and Innovation	Ensure accurate and timely information is available to employees	Utilize social media, Manager's Message, MaranaAZ.gov and other media sources	-	Enhance distribution of information methods to employees by engaging other departments

OPERATING BUDGET SUMMARY					
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
Personnel & Benefits	$1,239,477	$1,253,623	$1,415,038	$1,178,530	Note 1 $(236,508)
Contracted Services	100,853	119,575	135,986	103,230	(32,756)
Operating Supplies & Equipment	221,985	239,961	287,065	168,475	Note 2 (118,590)
Capital Outlay	(835)	-	-	-	-
Restricted Budget	-	-	32,000	16,000	Note 3 (16,000)
Total by Category	**$1,561,480**	**$1,613,159**	**$1,870,089**	**$1,466,235**	**$(403,584)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
General Fund	$1,560,990	$1,613,159	$1,870,089	$1,466,235	$(403,854)
Bed Tax Fund	490	-	-	-	-
Total by Fund	**$1,561,480**	**$1,613,159**	**$1,870,089**	**$1,466,235**	**$(403,854)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Town Manager	1.00	1.00	1.00	1.00	-
Deputy Town Manager	1.00	1.00	1.00	1.00	-
Assistant Town Manager	1.00	1.00	1.00	1.00	-
Executive Assistant to the Town Manager	1.00	1.00	1.00	1.00	-
Administrative Assistant	1.00	1.00	1.00	1.00	-
Customer Service Clerk	1.00	-	-	-	-
Customer Service Representative	1.00	2.00	-	-	-
Assistant to the Town Manager	1.00	1.00	1.00	1.00	-
Communications Manager	1.00	1.00	1.00	1.00	-
Communications Specialist	1.00	1.00	1.00	1.00	-
Graphic Designer	1.00	1.50	1.50	1.50	-
Marketing & Design Associate	0.50	-	-	-	-
Special Events Coordinator	1.00	1.00	1.00	1.00	-
Special Events Programmer	1.00	1.00	1.00	1.00	-
Total Town Manager's Office	**13.50**	**13.50**	**11.50**	**11.50**	**-**

Budget Notes and Changes

1. Personnel & Benefits – Decrease associated primarily with salary savings as the department plans to maintain the Assistant Town Manager position vacant during fiscal year 2020-2021.

2. Operating Supplies & Equipment – Decrease associated primarily to changes related to special events during the year due to impact of the pandemic to social gatherings.

3. Restricted – For unanticipated expenses during fiscal year 2020-2021.

TOWN CLERK



Department Overview
The Town Clerk is responsible for oversight of Council meetings, the administration of town elections, public records management, the processing of public records requests, processing liquor licenses, claims management, and the coordination of interdepartmental services related to the town. Under the direction of the Town Manager's office, the Town Clerk prepares official Council agenda packets, records official minutes of all Council meetings, handles claims against the town, and provides support staff for the Marana Citizens' Forum. Community is the keystone of the Strategic Plan that enhances the mission of the Town Clerk's department, which is to assist the public and internal staff with accurate and timely information.

2019-2020 Accomplishments

Records Administration

- Laserfiche digital imaging clean-up continues with the removal of over 18,932 transitory and duplicate documents from the repository
- Reviewed and transferred over 55 permanent and semi-permanent records to off-site storage planning boxes to off-site storage
- Processed over 2,430 scanning and special printing projects for town departments
- Conducted a facility site assessment and review of records management preservation practices with the assistance of the Arizona State Library
- File room inventory of transitory and permanent public records ongoing

Community

- **Marana Citizens' Forum**: Provided oversight and management of the Marana Citizens' Forum hosting 12 forum meetings (total amount at the end of the current fiscal year), assisting Forum Members with developing and organizing its recommendations to Council.

- **Council Boards and Commissions**: Published and posted notification of open positions, as well as providing Town Clerk Office staffing support for the newly created Marana Health Care Benefits Board Trust.
- **Marana Healthcare Foundation Balloon Festival**: Town Clerk Office collaborated with Development Service, Marana Police, Legal Department, Engineering, Finance and Northwest Fire District to ensure this community event was successful.

- **Southwest Women Leading Governments**: Town Clerk Office staff collaborated with multiple town departments as well as with the Town of Oro Valley to host for the first time its quarterly luncheon at the Highlands at Dove Mountain Golf Course Club House on October 2, 2019. This event hosted over 100 women from across Southern Arizona to meet, learn and share experiences with each other as they navigate leadership in government.

Council and Department Organization

- Continue to provide agenda training as needed to all staff
- Member of the town's safety team
- Member of the town's wellness team
- Member of the town's benefits team
- Developed a calendar system to aid departments in submitting agenda items for placement on council related agenda.
- Participated with members of Administration, Legal, Finance and Technology Services in the creation and development of the AgreeDB software. Clerk's Office lead in developing training material in collaboration with stated departments, and is the designated department to provide training to users of the system.
- Developed departmental statistic form providing Administration with monthly updates in the following areas:
    - Council Related Meetings
        - Number of Meetings Types
        - Type of Item Considered
    - Claims Management
        - Property Related Claims
    - Records Division
    - Notarial Services
    - Loyalty Oaths
    - Elections Administration

Elections

- Two staff members completed the Arizona Secretary of State's election training and awarded the Certified Election Officer credential, and one staff is pursuing credentialing.

2020-2021 Goals & Objectives

In addition to those items listed below, all goals and objectives noted above as 'ongoing' will continue to be a focus objective during this period.

- Continue Laserfiche and Versatile clean-up project to enhance software capabilities
- Complete the clean-up of the Public Works and Real Property templates and continue to improve the search capabilities within the repository
- Continue reorganization of the Records room and relocation of files to the Sanders Road Archive unit
- Continue working with Technology Services, Finance and Administration to fine tune AgreeDB and develop training materials for the next released version.

- Continue looking at technology to further automate and/or improve citizen experience in attending open meetings public or online.

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY2020 Target**	**FY2021 Target**
Community	Bring relevant topics to Citizens' Forum for deliberation	Maintain minimum of 20-25 delegates; recommendations approved by Council are launched for implementation	Ongoing	Ongoing
Progress and Innovation	Create a comprehensive preservation policy for historic and culturally significant items	Start a draft outline within first year, engaging entities such as U of A, AZ State Museum, Sonoran Desert Coalition, and Old Pueblo Archaeology	First draft of policy	First draft of policy
Community	Maintain partnership with the Marana Heritage Conservancy and seek out new partnership opportunities	Identify internal departments to assist with collaboration and establishment of program	Ongoing	Ongoing

OPERATING BUDGET SUMMARY					
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
Personnel & Benefits	$388,132	$362,366	$406,363	$401,842	$(4,521)
Contracted Services	22,890	47,723	48,515	90,990	Note 1 42,475
Operating Supplies & Equipment	6,440	13,221	14,650	4,280	Note 2 (10,370)
Capital Outlay	-	-	31,600	-	Note 3 (31,600)
Restricted	-	-	65,000	-	Note 4 (65,000)
Total by Category	**$417,462**	**$423,310**	**$566,128**	**$497,112**	**$(69,016)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
General Fund	$417,462	$423,310	$566,128	$497,112	$(69,016)
Total by Fund	**$417,462**	**$423,310**	**$566,128**	**$497,112**	**$(69,016)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Town Clerk	1.00	1.00	1.00	1.00	-
Deputy Town Clerk	1.00	1.00	1.00	1.00	-
Executive Assistant	1.00	1.00	1.00	1.00	-
Records Clerk	2.00	2.00	2.00	2.00	-
Total Town Clerk	**5.00**	**5.00**	**5.00**	**5.00**	**-**

Budget Notes and Changes

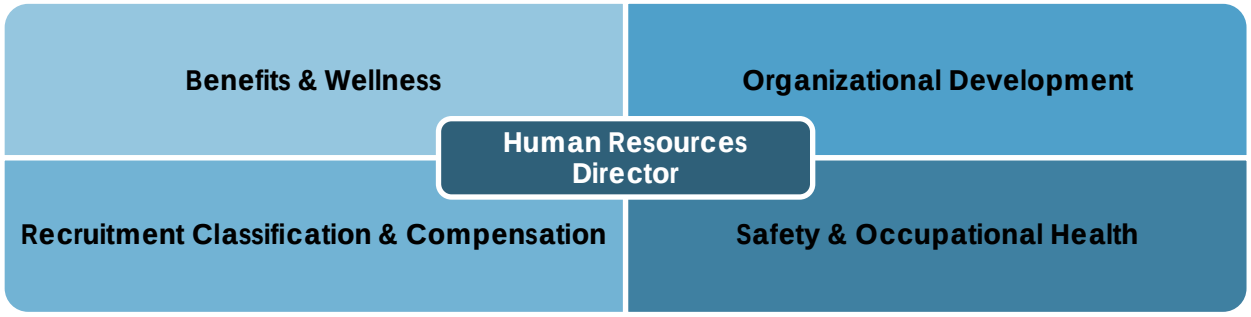
1. Contracted Services – Increase is associated with cost of general and primary elections in fiscal year 2020-2021.

2. Operating Supplies & Equipment – Decrease associated to multiple expenses including community relations as well as membership and dues reduced in response to the impact of the pandemic on the Town's fiscal year 2020-2021 anticipated revenues.

3. Capital Outlay – Decrease due to reduction in one-time expenditure authority for a large format scanner and printer in FY2020. The purchase has been deferred to a future period.

4. Restricted – Decrease in restricted expenditure authority due to possibility of unanticipated special election in FY2020.

HUMAN RESOURCES



Department Overview
The Human Resources Department's mission is to support and advance the Town of Marana by hiring, developing and keeping the best talent. In collaboration with all Town employees, we work to promote Marana's culture and an organization of excellence.

2019– 2020 Accomplishments

Administration
- Provided organizational workforce data report.
- Provided Total Compensation Statement for all benefits eligible employees.
- Implemented T.O.M. Awards program (service and recognition).
- Increased electronic storage of HR files (moving to paperless).

Benefits
- Managed the Affordable Care Act Reporting and disbursement of 1095C forms to all benefit eligible employees.
- Reinstated Tuition Reimbursement program.
- Implemented Parental Leave program.
- Established Health Benefits Trust.

Compensation & Classification
- Conducted a salary schedule study.

Organizational Development
- Conducted Executive Assistant MUNIS training.
- Conducted Department & Town wide training:
  - Employee Assistance Training for Supervisors
  - Inmate Training
  - EAP Workshops for all employees
- Established Supervisor standards in PERFORM.
- Pima College Leadership Training (Spring and Fall)
- Implemented Supervisor mentor program.

Recruiting
- Conducted Executive recruitments.
- Improved recruiting process.

Safety & Emergency Management

- Completed Emergency Operations Plan
- Completed state multi-jurisdiction hazard mitigation plan
- Completed Continuity of Operations Plans (COOPs) Town wide
- Obtained new Emergency Operations Center (EOC) equipment
- Completed appraisal of all Town wide buildings and property

Wellness

- Held wellness clinics throughout the year, including the Flu Shot Clinic, Mobile On-Site Mammography Clinic
- Conducted biometrics screenings

2020 – 2021 Goals & Objectives

Administration

- Continue to be a driving force to cultivate and promote the Town's goals, strategic plan and cultural values
- Upgrade the PAF/REQ workflow with process & electronic enhancements

Benefits

- Increase utilization of Employee Self Service for employee compliance notifications
- Enhance online benefit processes and acknowledgements
- Continue to educate on workplace injuries and enhance claims management process

Compensation & Classification

- Improve Reclassification Request process

Organizational Development

- Assess organizational training needs and develop a strategic training plan based on organizational need
- Conduct training and development analysis throughout the organization

Recruiting

- Implement an enhanced recruiting process and Hiring Manager Toolkit
- Implement an electronic interactive on-boarding & orientation process

Safety & Emergency Management

- Complete the development of the Continuity of Operations Plans (COOP) for all Town departments and incorporate them into the Town's Emergency Operations Plan (EOP)
- Update the Town's Emergency Operations Plan (EOP)

Wellness

- Hold wellness clinics throughout the year, including biometrics, a Flu Shot Clinic, and Mobile On-Site Mammography Clinic
- Increase organizational wellness participation and incorporate new platforms

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Progress and Innovation	To reduce the number of avoidable ER visits	Reduction in avoidable ER claims/costs (BCBS reporting)	5%	5%
Progress and Innovation	To increase employee engagement	Increase the number of touch base meetings	2%	60%

OPERATING BUDGET SUMMARY					
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
Personnel & Benefits	$657,874	$691,595	$721,382	$685,069	Note 1($36,313)
Contracted Services	39,578	53,559	123,369	35,824	Note 2 (87,545)
Operating Supplies & Equipment	112,099	94,218	174,454	119,712	Note 3 (54,742)
Restricted Budget	-	-	123,000	10,000	Note 4(113,000)
Total by Category	**$809,551**	**$839,372**	**$1,142,205**	**$850,605**	**$(291,600)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
General Fund	$809,551	$839,372	$1,142,205	$850,605	$(291,600)
Total by Fund	**$809,551**	**$839,372**	**$1,142,205**	**$850,605**	**$(291,600)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Human Resources Director	1.00	1.00	1.00	1.00	-
Human Resources Deputy Director	1.00	1.00	1.00	1.00	-
Sr. Human Resources Analyst	2.00	2.00	2.00	2.00	-
Human Resources Analyst	1.00	1.00	1.00	1.00	-
Executive Assistant	1.00	1.00	1.00	1.00	-
Emergency Management & Safety Coordinator	1.00	1.00	1.00	1.00	-
Total Human Resources	**7.00**	**7.00**	**7.00**	**7.00**	**-**

Budget Notes and Changes

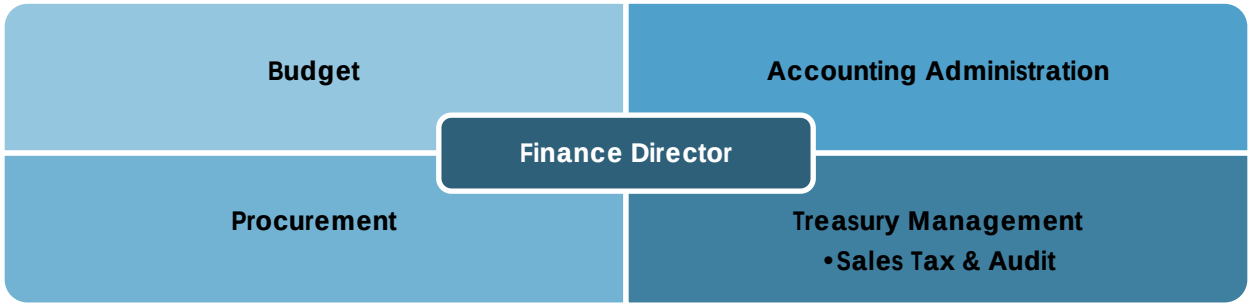
1. Personnel & Benefits – Decrease largely attributable to changes in costs due to transitions in two budgeted positions during the fiscal year which are now reflected in the FY2020-2021 budget.

2. Contracted Services – Decrease associated with the completion of a compensation study during fiscal year 2019-2020, as well as, reductions in recruitment advertising and travel and training budgets in response to the impact of the pandemic on the Town's fiscal year 2020-2021 anticipated revenues.

3. Operating Supplies & Equipment – Decrease associated primarily to reduction in employee recognition events and wellness program expenses due to impact of the pandemic to social gatherings and the Town's fiscal year 2020-2021 anticipated revenues.

4. Restricted – For unanticipated expenses related to Hearing officers process during fiscal year 2020-2021 and for possible budget capacity toward the implementation of a second language pay program.

FINANCE DEPARTMENT



Department Overview

The Finance Department provides financial support services throughout the Town including accounting, fiscal planning, treasury services, cash receipts, purchasing, accounts payable, payroll, debt management, development and monitoring of the annual operating budget, establishing and monitoring internal controls, preparing the Comprehensive Annual Financial Report, facilitating external audits and independent reviews and grant management.

2019 – 2020 Accomplishments

- Received 12th consecutive Distinguished Budget Presentation Award from the Government Finance Officers of America
- Received the Certificate of Excellence in Financial Reporting from the Government Finance Officers of America for the 11th consecutive year
- Successfully transitioned customer service front desk operations to Finance
- Updated Investment Manager Contract
- Streamlined the purchase order process to increase processing efficiencies
- Updated Munis forms to a new platform, in preparation of the main Munis system upgrade next year.
- Performed clean-up and updates to the Business license data in preparation of transition to new system.
- Increased vendor participation in ACH program
- Assisted in the issuance of two WIFA loans and Community Facilities District debt
- Updated Administrative directives, including Travel, and created new ones for Capital Assets and Grants Management.

2020 – 2021 Goals & Objectives

- Receive the Distinguished Budget Presentation Award from the Government Finance Officers of America
- Receive the Certificate of Excellence in Financial Reporting from the Government Finance Officers of America
- Acquire and implement a new business licensing software system
- Establish a debt management policy and related processes
- Develop and implement a cash flow forecasting model
- Preparing the community for the Alternative Expenditure Limitation, Home Rule option, through multiple communication media and meetings
- Upgrade the Town's ERP system, Munis, to the next supported version
- Establish and implement a paperless workflow process for invoice approvals.

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Progress and Innovation	Maintain or improve credit rating	Bond rating Excise Tax Revenue Obligations: Fitch	AA-	AA-
		Bond rating Excise Tax Revenue Obligations: Standard & Poor's	AA	AA
Progress and Innovation	Receive a clean audit opinion without any findings or questioned costs	Unmodified audit opinion in financial statements by external CPA firm	Yes	Yes
Progress and Innovation	Invest idle cash to achieve best investment results considering safety, liquidity and yield	Compliance with Town investment and financial policies	100%	100%
Progress and Innovation	Provide detailed and transparent financial information to the public about the use of public resources	Receipt of GFOA Certificate of Achievement for Excellence in Financial Reporting	Yes (12th consecutive)	Yes (13th consecutive)
		Receipt of GFOA Distinguished Budget Presentation Award	Yes (11th consecutive)	Yes (12th consecutive)
Progress and Innovation	Ensure budgeted numbers are reasonably conservative and maximize use of available funds and a structurally balanced budget	Targeted variance from budget to actual: Operating revenues	± 5%	± 5%
		Targeted variance from budget to actual: Operating expenses	± 5%	± 5%

OPERATING BUDGET SUMMARY					
Expenditures by Category	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
Personnel & Benefits	$851,260	$878,913	$1,340,246	$1,308,837	Note 1 $(31,409)
Contracted Services	114,961	120,620	159,778	117,948	Note 2 (41,830)
Operating Supplies & Equipment	6,851	14,952	22,400	7,000	Note 3 (15,400)
Restricted Budget	-	-	-	25,000	Note 4 25,000
Total by Category	**$973,072**	**$1,014,485**	**$1,522,424**	**$1,458,785**	**$(63,639)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
General Fund	$973,072	$1,014,485	$1,522,424	$1,458,785	$(63,639)
Total by Fund	**$973,072**	**$1,014,485**	**$1,522,424**	**$1,458,785**	**$(63,639)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Finance Director	1.00	1.00	1.00	1.00	-
Finance Deputy Director	1.00	1.00	1.00	1.00	-
Senior Budget Analyst	-	-	-	1.00	1.00
Budget Analyst	1.00	1.00	1.00	-	(1.00)
Revenue and Customer Manager	-	-	1.00	1.00	-
Payroll Administrator	1.00	1.00	1.00	1.00	-
Procurement Officer	1.00	1.00	1.00	1.00	-
Procurement Agent	1.00	1.00	1.00	1.00	-
Senior Accountant	2.00	2.00	2.00	2.00	-
Senior Accounting Associate	1.00	1.00	1.00	1.00	-
Accounting Associate	0.75	0.75	0.75	0.75	-
Administrative Assistant	0.50	0.50	0.50	0.50	-
Asset Administrator	-	-	1.00	1.00	-
Customer Service Representative	-	-	2.00	2.00	-
Tax and License Specialist	1.00	1.00	1.00	1.00	-
Grants Manager	1.00	1.00	1.00	1.00	-
Total Finance	**12.25**	**12.25**	**16.25**	**16.25**	**-**

Budget Notes and Changes

1. Personnel & Benefits – Difference of fiscal year 2020-2021 budget to estimated fiscal year 2019-2020 amounts is due to turnover in positions, as well as the delayed hiring of several positions in fiscal year 2019-2020. One of those positions will remain vacant in fiscal year 2020-2021.

2. Contracted Services – Decrease associated with the deferral of a cost allocation study to future years and due to reductions to multiple budgeted expenses including travel and training in response to the impact of the pandemic on the Town's fiscal year 2020-2021 anticipated revenues.

3. Operating Supplies & Equipment – Decrease associated with reductions in one-time computer and related equipment purchases in FY2020 which are not budgeted in fiscal year 2020-2021.

4. Restricted – Funding for a Cartegraph restructure analysis necessary to resolve operations issues when using the software in the field.

LEGAL



Department Overview

The Marana Legal Department provides superior legal services to help the Town become a sustainable community with a high quality of life. The Legal Department provides legal advice to the Mayor and Council, the Town Manager's Office and all Town departments, and directly or through outside counsel represents the Town in litigation. The Legal Department also prosecutes misdemeanor offenses and Town Code violations committed within the Town limits and serves as an intermediary between and among the police, court personnel, victims, witnesses and defendants. In addition to prosecution of cases, the office helps with the MPD Citizens Police Academy and MPD Explorers and participates in new officer training, issuing cases, the Southern Arizona DUI Task Force, the Domestic Violence Justice League, and the Pima County Domestic Violence Fatality Review Team.

2019 – 2020 Accomplishments

- **Commerce**: Assisted in bringing the 2020-2040 Marana General Plan through the public hearing process and to Council for approval. Provided legal advice to the Airport director, the Economic Development director, and Finance-Procurement regarding Marana Regional Airport economic development initiatives and the ongoing Airport rehabilitation project. Assisted in the finalization and amendment of the Town's CFD policy. Provided legal advice and support regarding major proposals relating to development, including Gladden Farms Phase II CFD and Saguaro Bloom CFD bond sales, the Villages of Tortolita CFD application, the Villages of Tortolita development agreement amendment, proposed Vanderbilt Farms and Marana Main Street development agreements, several Cortaro Ranch Commercial applications, amendments to the Uptown Specific Plan, an approved expansion of a medical marijuana dispensary, and a Council-rejected Arizona State Land Department proposal relating to development in and around the Tortolita Preserve. Pursued payment of unpaid Water Resource Development Impact Fees. Presented and implemented a Town conduit use policy. Processed nine liquor licenses in the first seven months of FY2020, for an annualized estimate of 15 liquor licenses.
- **Community**: Provided advice and documentation for the design and construction of two new water treatment facilities and a new Adonis-area wastewater pumping facility and force main interconnection to the Town's existing wastewater collection system. Prepared revisions to the Town Code's business license, parking, and medical marijuana regulations for Council adoption. Negotiated and drafted a wheeling agreement with the City of Tucson, to provide water service to areas near Tucson Water facilities that

cannot be served directly by Marana Water and do not meet the Tucson Water service policy for direct service by Tucson Water. Settled pending litigation and amended an existing agreement for property rights acquisitions needed for the Tangerine Adonis Road Extension project. Negotiated and settled the final Tangerine Road Corridor and Adonis Road right-of-way acquisitions, and began right-of-way acquisition for the Lon Adams Road and Santa Cruz River Shared Use Path CalPortland Segment projects. Provided legal advice and drafted and revised temporary Town policies, administrative directives, and emergency proclamations to address the Coronavirus Disease (COVID-19). Worked on updates to the Town's policies regarding Alcohol and Drug-Free Workplace, Social Media, Network Access & Security, Network Storage, Employee Reserved Parking, Driver's Licenses and Vehicle Operation, Mobile Communication Equipment, and Destination Marketing/Film Office Lead Generation. Provided top-quality municipal criminal and code enforcement, including efficiently and fairly handling 800 misdemeanor prosecutions, five criminal appeals, and ten code enforcement cases in the first seven months of FY2020, for an annualized estimate of 1,370 misdemeanor prosecutions, eight criminal appeals, and 17 code enforcement cases. Handled 45 public records requests in the first eight months of FY2020, for an annualized estimate of 77 public records requests.

- **Innovation**: Assisted and advised the Planning Department in reducing the size, bulk, and complexity of the zoning chapter of the Land Development Code, and reduced redundant and inconsistent Land Development Code provisions. Assisted Human Resources and Finance in establishing a medical insurance trust as required by A.R.S. § 11-981 for a self-funded program in a county with a population of over one million. Continued the Legal Department's new training series. Implemented in-house office hours for police legal advisors at the Marana Police Department, to improve communication and interaction between the Legal Department and MPD.
- **Heritage**: Assisted with all aspects of Town special events (Cotton Festival, Founders Day, Christmas Tree Lighting, etc.), including agreements and insurance issues.
- **Recreation**: Provided legal advice and prepared agreements related to the Pima County Flood Control District's design and construction of the soil cement bank protection for the El Río Preserve. Assisted in the acquisition of property rights from CalPortland for the extension of the Santa Cruz River Shared Use Path (part of the C. H. Huckelberry Loop). Prepared and presented the Gladden Farms II development agreement amendment, concerning funding for new soccer fields and related amenities in Gladden Farms Community Park.

2020 – 2021 Goals & Objectives

- **Commerce:** Assist the Planning Department in finalizing the land development code comprehensive revision and in translating the zoning of alphabet-zoned lands to modern zoning designations. Assist in the completion of one or more Marana Regional Airport economic development deals.

- **Community:** Provide legal advice and draft and update any temporary Town policies, administrative directives, and emergency proclamations as needed to reduce the health and economic impacts of the Coronavirus Disease (COVID-19). Provide legal advice and assistance for the completion of the two new water treatment facilities and the new Adonis-area wastewater pumping facility and force main interconnection to the Town's existing wastewater collection system. Continue providing top-quality municipal criminal and code enforcement.

- **Innovation:** Assist in bringing forward and drafting an updated Town strategic plan.
- **Heritage:** Provide legal advice and assistance related to continued development of the Heritage Park and implementation of the Heritage Park Master Plan.
- **Recreation:** Assist in the implementation of the Parks and Recreation Master Plan. Complete the acquisition of right-of-way for the CalPortland segment of the Santa Cruz River Shared Use Path.

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Progress and Innovation	Efficiently and effectively prosecute misdemeanor cases	% of cases with initial victim notices sent out by first pretrial conference	100%	100%
		Ratio of cases disposed to cases filed	80%	100%
Progress and Innovation	Provide timely and accurate legal advice to the Town	% of successful outcomes in personnel matters	95%	95%
		% of ordinances/resolutions drafted within 30 days of request	90%	90%

OPERATING BUDGET SUMMARY					
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Estimated**	**FY 2021 Tentative**	**Change**
Personnel & Benefits	$731,144	$840,485	$906,751	$895,654	$(11,097)
Contracted Services	97,561	114,991	131,874	93,172	Note 1 (38,702)
Operating Supplies & Equipment	3,815	5,418	5,000	6,000	1,000
Total by Category	**$832,520**	**$960,894**	**$1,043,625**	**$994,826**	**$(48,799)**

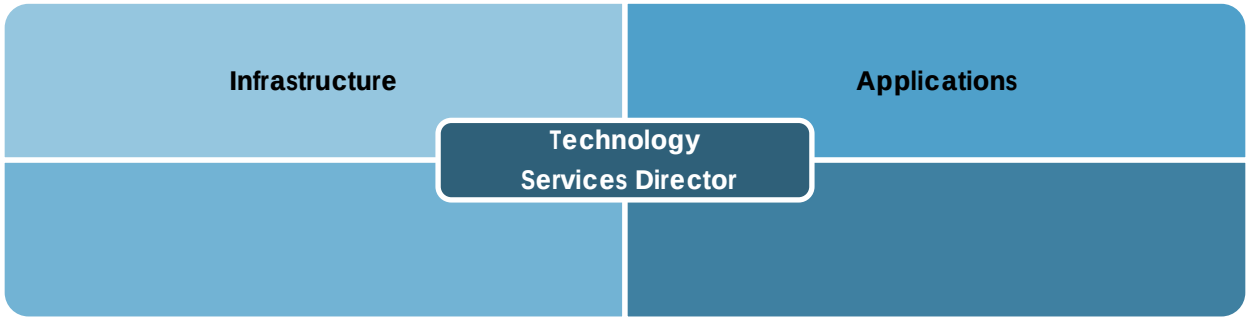
OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	FY 2017 Actual	FY 2018 Actual	FY 2019 Estimated	FY 2020 Tentative	Change
General Fund	$832,520	$960,894	$1,043,625	$994,826	$(48,799)
Total by Fund	**$832,520**	**$960,894**	**$1,043,625**	**$994,826**	**$(48,799)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Town Attorney	1.00	1.00	1.00	1.00	-
Deputy Town Attorney	1.00	1.00	1.00	1.00	-
Senior Assistant Town Attorney	1.00	1.00	1.00	1.00	-
Assistant Town Attorney	1.00	1.00	1.00	1.00	-
Associate Town Attorney	-	1.00	1.00	1.00	-
Legal Assistant	1.00	1.00	1.00	1.00	-
Legal Document Specialist	1.00	1.00	1.00	1.00	-
Administrative Assistant	0.50	0.50	0.50	0.50	-
Total Legal	**6.50**	**7.50**	**7.50**	**7.50**	**-**

Budget Notes and Changes

1. Contracted Services – Decreases associated with a reduction in contracted legal services and travel and training in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

TECHNOLOGY SERVICES



Department Overview
The Technology Services Department provides Town departments with the leadership, skills and technology infrastructure that enable the effective, secure, and efficient use of technology solutions in support of the vision, principles and strategic goals of the Town of Marana.

2019-2020 Major Accomplishments

- Upgrade to enterprise-wide GIS system
- Development of Police Department Motors application
- Development of internal agreements database
- Development of Parks and Recreation mobile application
- Installation of secondary internet connection
- Increased overall network bandwidth for Town by 900%, which proved crucial due to the need to telecommute during the COVID-19 pandemic
- Implementation of employee Cybersecurity Training program
- Refresh of infrastructure hardware (moved from outdated and out-of-life servers and storage)
- Recognized as a Top 10 Digital City
- Creation several SOPs and Administrative Directives that help better align the use of the Town's systems with best practice
- Completion of a comprehensive security assessment

2020-2021 Goals & Objectives

- Continue to modernize service delivery that is based upon industry frameworks and leads to improved response times, productivity and customer satisfaction; to include adoption of formalized standard operating procedures
- Implementation of Phase I and II of information cybersecurity plan
- Update to the Town's permitting and business license system
- Full implementation of the Town's disaster recovery system
- Implementation of a Town-wide mobile device strategy
- Rollout of the Airport tracking application
- Creation of a Town-wide cloud strategy
- Implement a comprehensive Asset Management system
- Lay the groundwork and make progress towards a comprehensive business continuity plan

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Progress and Innovation	To increase the availability of Town network and server resources	Network and servers availability	99%	99%
Progress and Innovation	Efficient resolution of Town technology issues	Resolve incident tickets submitted to the Help Desk within the defined Service Level Objective	80%	80%
Progress and Innovation	Timely development of application features and functionality	Length of time new application features or tasks take to move from one statues to another	15 Days	15 Days

OPERATING BUDGET SUMMARY					
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
Personnel & Benefits	$1,265,968	$1,326,399	$1,509,286	$1,417,800	Note 1$(91,486)
Contracted Services	976,964	879,063	1,289,500	1,288,975	(525)
Operating Supplies & Equipment	203,978	616,082	207,500	333,800	Note 2 126,300
Capital Outlay	38,226	270,457	-	-	-
Total by Category	**$2,485,136**	**$3,092,001**	**$3,006,286**	**$3,040,575**	**$34,289**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY2021 Tentative**	**Change**
General Fund	$2,485,136	$3,092,001	$3,006,286	$3,040,575	$34,289
Total by Fund	**$2,485,136**	**$3,092.001**	**$3,006,286**	**$3,040,575**	**$34,289**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Technology Services Director	1.00	1.00	1.00	1.00	-
Technology Manager	2.00	2.00	2.00	2.00	-
Senior Network Administrator	1.00	1.00	1.00	1.00	-
Network Administrator	1.00	1.00	1.00	1.00	-
Database Administrator	1.00	1.00	1.00	1.00	-
Software Developer	1.00	1.00	1.00	1.00	-
Senior GIS Analyst	1.00	1.00	1.00	1.00	-
GIS Analyst	1.00	1.00	1.00	1.00	-
Technology Analyst	1.00	2.00	2.00	2.00	-
Technology Support Specialist II	2.00	2.00	2.00	2.00	-
Technology Support Specialist I	1.00	1.00	1.00	1.00	-
Business Process Analyst	1.00	-	-	-	-
Total Technology Services	**14.00**	**14.00**	**14.00**	**14.00**	**-**

Budget Notes and Changes

1. Personnel & Benefits – The change is associated with salary savings experienced in fiscal year 2019-2020 due to staff turnover.

2. Operating Supplies & Equipment – The change is largely associated with the final capital lease payment for dispatch consoles.

OFFICE OF ECONOMIC DEVELOPMENT AND TOURISM



Department Overview

To provide clear direction and coordination of economic development and tourism activities in Marana by the building of public/private sector partnerships to attract and retain a diverse business and employment base, support new local businesses, develop amenities and attractions to create a world class destination and provide a high quality workforce. To ensure that all departmental activities enhance and support the vision of the strategic plan by providing responsiveness to internal and external customers by the creation of those partnerships.

2019 – 2020 Accomplishments

- Completed a DA between downtown developer and the Town of Marana that incentivized them to enter into the Downtown Overlay District
- Completed design and fabrication of the art project for the downtown roundabout
- Completed the Pinal County / Airpark annexation study to begin the process of acquiring those parcels into the Town
- Continued to update and maintain the www.selectmarana.com property database system and revised the videos of marketed properties w/updated graphics
- Consulted with, and successfully entered two business entities into the MJCIP incentive (PVB Fabrications, & Alicat Scientific)
- Continued to promote Marana by participating on several public speaking panels, monthly Chamber Updates, and serving on the Marana Chamber Board of Directors
- Completed Economic Impact Study for Tourism in the Town of Marana
- Completed market study appraisal for Town owned industrial land at the airport
- Successfully completed three current recruitment/expansion projects
- Completed membership into Sun Corridor Inc organization
- Completed two Business Walks in conjunction with the Marana Chamber
- Developed comprehensive production crew database for Film Office website (in-progress)
- Conducted 5 scouting tours for film location managers and scouts, and film producers and was invited to speak on 3 panel discussions on the film industry
- Assisted in launching the Arizona Film Expo in partnership with Darryl Mallett
- Personally assisted 18 film projects, 6 of which were filmed in Marana (July 2019-February 2020)

2020 – 2021 Goals & Objectives

- Continue to work on the Pinal County/Airpark annexation strategy and begin the process to acquire those parcels into the Town of Marana
- Complete BR&E (Business Retention & Expansion) study and implement plan
- Continue to market and recruit/expand the four main business sectors as outlined in the Economic Development Strategic Plan
- Continue to promote the DMRF program and Downtown Overlay Zone for future Marana Main Street Businesses
- Complete the Marana Main Street roundabout landscaping/hardscape project
- Continue to recruit unique retail projects for the Marana Center and Marana Main Street projects
- Continue to identify growth areas of the town for infrastructure strategies
- Continue to work with the Marana Chamber of Commerce for collaboration/partnering opportunities
- Launch Tourism Master Plan
- Continue to market the Town for tourism travel, dining, and shopping opportunities
- Complete airport rezone & plat for future businesses
- Provide commercial real estate broker event
- Create Character Area Plan for the downtown district

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Progress and Innovation	To maintain a sustainable increase in living standards and quality of life in Marana	Connecting people with decision making tools	10% YoY increase	10% YoY increase
		Provide response rate on RFI within 24 hours of unsolicited inquiries	100%	100%
		Increase the number of unsolicited inquiries	10%	10%
		Implementation of the Econ Dev Strategic Plan by marketing the four focus areas	Two campaigns	Two campaigns
Progress and Innovation	Influencing visitation and purchasing decisions in the Town of Marana	Increase website traffic through organic searches	10%	10%
		Increase personal responsive interactions	20%	15%
		Creating and innovating tourism products	One	One per year
		Influencing travel stays	Frequency & reach - 15 marketing campaigns	Frequency & reach - 15 marketing campaigns

OPERATING BUDGET SUMMARY					
Expenditures by Category	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
Personnel & Benefits	$322,490	$332,407	$357,455	$329,385	Note 1$(28,070)
Contracted Services	179,384	218,076	239,080	241,980	2,900
Operating Supplies & Equipment	2,110	1,986	4,200	4,200	-
Restricted	-	-	1,900	12,237	10,337
Total by Category	**$503,985**	**$552,468**	**$602,635**	**$587,802**	**$14,833**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
General Fund	$247,649	$264,533	$287,827	$238,458	Note 1 (49,369)
Bed Tax Fund	256,336	287,935	314,808	349,344	34,536
Total by Fund	**$503,985**	**$552,468**	**$602,635**	**$587,802**	**$14,833**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Director of Economic & Tourism Development	1.00	1.00	1.00	1.00	-
Tourism & Marketing Manager	1.00	1.00	1.00	1.00	-
Economic Development Specialist	1.00	1.00	1.00	1.00	-
Graphic Designer	-	0.50	0.50	0.50	-
Marketing & Design Associate	0.50	-	-	-	-
Total Economic Development & Tourism	**3.50**	**3.50**	**3.50**	**3.50**	**-**

Budget Notes and Changes

1. Personnel & Benefits – The change is associated with salary savings experienced in fiscal year 2019-2020 due to staff turnover. Additional salary savings are planned for fiscal year 2020-2021, as the hiring of the Economic Development Specialist position will be delayed until January 2021 in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

DEVELOPMENT SERVICES



Department Overview
To provide clear support, coordination and quality control oversight for the Town of Marana Development Services department (Planning, Building Safety and Engineering), to ensure that all departmental activities enhance and support the vision of the strategic plan by providing responsiveness to, and creating partnerships with the development community.

Building Safety Division
The Building Safety division is responsible for establishing the minimum requirements that safeguard the public health, safety and general welfare through structural strength, electrical/plumbing/mechanical capacity, means of egress of facilities and properties, stability, sanitation, adequate lighting and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment. These crucial elements in building safety are addressed during the plan review and the inspection process. The department also assures the safety of structures for first responders, such as fire fighters and other emergency responding agencies.

Code enforcement is an essential function of the Building Safety division's commitment to provide a safe and attractive built environment for our citizens and visitors to our community. This is accomplished through adoption of the most up-to-date technical building code, and administration of that code through field inspection.

The Building Safety division, in an effort to provide the highest level of service to our community, collectively works with fire service agency within the town to administer provisions of the fire code. The goal is to maintain the vision of the town, by incorporating the strategic plan into our policies and procedures whenever possible.

Planning Division
The Planning division is dedicated to the physical, social and economic excellence of the Town through sound professional planning practices; consistent policy advice; active public participation and superior public service to promote the welfare and quality of life of the community. Planning is responsible for administering and implementing the General Plan, the Town Code and the Land Development Code. The division provides support and recommendations to the Town Council and Planning Commission to assist each in making decisions regarding land uses and development proposals. The division processes applications for new development and redevelopment within the Town such as site plan reviews, special use requests, planned development proposals, subdivision proposals and rezoning requests to ensure compliance with Town requirements.

2019 – 2020 Accomplishments

Development Services

- Staff re-organization to help identify efficiencies and streamline workflow.
- Work with development related department on records clean-up in preparation for software upgrade
- Central conference room remodel and added technology upgrades to assist all staff with meeting needs
- Increased involvement in the process of town initiated projects and events

Building Safety Division

- Continue to refine Implemented electronic inspection program, reducing paperwork in the field.
- Expanded upon on-line inspection program, all inspection requests from production home builder are done thru online system, dramatically reducing phone requested inspections.
- Trained all staff on 2018 Building codes
- GPS units installed in all fleet vehicles and trained supervisors in the use and intent of Synovia System.
- 100% of staff obtained certification from the International Code Council (ICC) for their respective position.
- Implemented single point of contact system for building permit applicants on major projects.

Planning Division

- Planning staff led the effort to coordinate and engage Town departments, local stakeholders and Marana citizens in the creation and approval of the new, Make Marana 2040 General Plan, the 2010 General Plan update.
- Planning staff continues to work on the Land Development Code update. As a part of that work, a new parking code was adopted, replacing traditional parking standards with regulations that will meet users' needs.
- Planning staff created a monthly report based on key metrics of commercial and residential development permit activity. The report identifies important trends that are easily identified through graphic representation.
- Planning staff enhanced the monthly report of commercial and residential development permit activity that presents key metrics in the Town. The report identifies important trends that are easily identified through graphic representation in charts and maps.

2020 – 2021 Goals & Objectives

Development Services

- Continue to enhance the DSC website for use by the Town's residents, businesses and customers
- Evaluate new or upgraded software to improve workflow
- Evaluate staffing models based upon software improvements
- Through cross-training, enhance the DSC "Single Point of Contact" service provided to the Town's customers by the Development Coordinators

Building Safety Division

- With upgrade in permitting software implement electronic plan review program.
- Expand upon electronic applications and accept electronic plan submittal – on-line submittals
- Create permitting and inspection program for water heaters and HVAC permits to simply process and improve customer service.
- Implement electronic/remote inspection program for minor permits
- Simplify permit reviews where permit techs/coordinator complete general plan review (over the counter issuance)
- Public outreach and educational awareness (schools) expand upon prior initiative and implementation of internship program.

Planning Division

- Planning staff will work to update the remaining chapters of the Land Development Code and relocate them in the Town Code.
- Planning staff will initiate a Town-wide rezoning of parcels non-conforming to the planned, new Town Code zoning chapters
- Planning staff will continue to review, assess, revise and implement new development review policies and procedures in order to provide better service for our customers.

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Progress and Innovation	Improve staff training, education, and certification levels	International Code Certifications received	100%	4 staff
		Arizona Building Official Association code training sessions attended per year	-	8 staff
Commerce	Ensure sufficient response to public for permitting and inspections	Single family dwelling plans reviewed within five days	90%	90%
		Model plan reviews completed within five days	90%	70%
		Field inspections completed within one business day of request	100%	100%

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Commerce	Streamline public processes to make it easier for public and developers to work with the Town	In-house plan reviews as a percent of total plan reviews taken	99%	90%
Community	Perform inspections for building code compliance	Number of Build Code Compliance inspections performed	25	25
Community	To provide exceptional customer service through our Development and Utility Services	Higher submittal return time met through efficiency improvements	95% development of related projects reviewed within assigned time frame for first submittal	95% development of related projects reviewed within assigned time frame for first submittal
		Higher submittal approval time met through efficiency improvements	95% of permits approved within assigned time frame	95% of permits approved within assigned time frame

OPERATING BUDGET SUMMARY					
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
Personnel & Benefits	$1,506,930	$1,626,655	$1,898,655	$1,761,491	Note 1 $(137,164)
Contracted Services	267,239	355,863	282,400	126,375	Note 2 (156,025)
Operating Supplies & Equipment	55,148	45,446	55,507	57,221	1,714
Restricted	-	-	18,000	-	(18,000)
Total by Category	**$1,829,317**	**$2,027,964**	**$2,254,562**	**$1,945,087**	**$(309,475)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
General Fund	$1,829,317	$2,027,964	$2,254,562	$1,945,087	$(309,475)
Total by Fund	**$1,829,317**	**$2,027,964**	**$2,254,562**	**$1,945,087**	**$(309,475)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Development Services Administration					
Development Services Director	1.00	1.00	1.00	1.00	-
Business Process Supervisor	-	-	1.00	1.00	-
Business Process Analyst	1.00	1.00	-	-	-
Executive Assistant	1.00	1.00	1.00	1.00	-
Building Safety					
Chief Building Official	1.00	1.00	1.00	1.00	-
Assistant Building Official	-	1.00	1.00	1.00	-
Building Safety Manager	1.00	-	-	-	-
Chief Building Inspector	1.00	1.00	1.00	1.00	-
Senior Plans Examiner	2.00	2.00	2.00	2.00	-
Plans Examiner	-	1.00	1.00	1.00	-
Building Inspector II	3.00	2.00	2.00	2.00	-
Building Inspector I	1.00	1.00	1.00	2.00	1.00
Permit Clerk	3.00	3.00	3.00	2.00	(1.00)
Development Coordinator	1.00	1.00	1.00	1.00	-
Planning					
Planning Director	1.00	-	-	-	-
Environmental Project Manager	1.00	-	-	-	-
Principal Planner	1.00	1.00	1.00	1.00	-
Senior Planner	4.00	5.00	5.00	5.00	-
Total Development Services	**23.00**	**22.00**	**22.00**	**22.00**	**-**

Budget Notes and Changes

1. Personnel & Benefits – The change is associated with the Chief Building Inspector position. The department plans to maintain the position vacant during fiscal year 2020-2021 in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

2. Contracted Services – Decrease associated to the completion of the Town's General Plan 2040. Additional decreases have been budgeted in multiple areas including travel and training in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

POLICE



Department Overview

The Mission of the Marana Police Department is to provide unparalleled service and unwavering protection to every person in the Town of Marana and to do so with uncompromised integrity. We are committed to becoming the most well respected police department in the State of Arizona.

2019-2020 Accomplishments

- Became one of three agencies in the State to complete the Arizona Law Enforcement Accreditation Program (ALEAP) making Marana PD a fully accredited law enforcement agency in September 2019.
- In conjunction with the University of AZ developed an Internship program whereby 2-4 Criminal Justice students participate as interns for one semester (1-2 /semester)
- Outsource Police Off-Duty management to save money and police resources and make the off-duty program more efficient and transparent.
- Transitioned from our current e-citation system to the new State system (AZ Tracs) saving the Town approximately $20,000/year.
- Completed the Police shooting range, fully operational and in use.
- Maintained clearance rates higher than the national average for crimes of violence according to the FBI publication, Crime in the United States.
- Raised $17,000 for charity via our 4th annual Pride for the Patch Golf Tournament
- Raised approximately $10,000 for Special Olympics via our annual Tip-A-Cop event at Texas Roadhouse
- Expanded the Pride for the Patch Fitness Challenge to include all Town employees
- Maintained current crime rates based on Part I crimes/thousand residents
- Maintained police response times at current levels
- Completed a Reorganization of the Department, adding two patrol squads and an additional Lieutenant to assist with the management and leadership of SSB
- Transitioned the Department to a new uniform and new police graphic
- Initiated a new recruiting campaign

2019-2020 Goals and Objectives

- Maintain or exceed department clearance rates for crimes of violence as compared to the previous year.
- Maintain or exceed department clearance rates for property crimes as compared to the previous year.

- Implement a Drone Program to assist with speeding up serious/fatal accident investigations, search for lost hikers and children, and search for fleeing suspects,
- Maintain or improve current crime rates based on Part I crimes/thousand residents
- Maintain or improve response times to citizen calls for police services

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Community	To maintain a safe community for all Marana residents, citizens, and visitors	Maintain or exceed department clearance rates for all part one crimes (Part 1 crimes as defined by the FBI Uniformed Crime Reporting codes) as compared to the previous year	48	48
		Maintain or reduce Part 1 crime rates based on total number of part 1 crimes (excluding shoplifting) per 1,000 residents as compared to the previous year	22	22
		Maintain or reduce traffic collision rates based on total number of collisions per 1,000 residents as comparted to the previous year	5%	5%

OPERATING BUDGET SUMMARY					
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
Personnel & Benefits	$11,958,438	$12,658,017	$13,223,658	$13,522,215	Note 1 $298,557
Contracted Services	563,390	555,136	712,359	530,586	Note 2 (181,773)
Operating Supplies & Equipment	1,192,570	1,238,249	1,549,927	1,551,944	2,017
Capital Outlay	38,242	1,033,506	231,400	86,500	Note 3 (144,900)
Total by Category	**$13,752,641**	**$15,484,908**	**$15,717,344**	**$15,691,245**	**$(26,099)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
General Fund	$13,248,168	$13,549,722	$14,608,009	$14,123,519	Note 4 $(484,510)
Grants & Contributions Fund	410,773	866,451	928,615	1,147,612	Note 5 218,997
RICO Fund	8,920	1,109,577	79,500	337,580	Note 6 258,080
Police Impound Fund	21,634	-	30,200	82,534	Note 7 52,334
Emergency Telecommunications Fund	63,145	49,157	71,000	-	Note 8 (71,000)
Total by Fund	**$13,752,641**	**$15,484,908**	**$15,717,344**	**$15,691,245**	**$(26,099)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Chief of Police	1.00	1.00	1.00	1.00	-
Deputy Chief of Police	1.00	1.00	1.00	1.00	-
Police Captain	1.00	1.00	1.00	1.00	-
Police Lieutenant	2.00	2.00	2.00	3.00	1.00
Police Sergeant	11.00	11.00	11.00	13.00	2.00
Police Officer	71.00	71.00	74.00	66.00	(8.00)
Police Detective	-	-	-	5.00	5.00
Police Records Supervisor	1.00	1.00	1.00	1.00	-
Police Telecommunications Manager	-	1.00	1.00	1.00	-
Police Telecommunications Supervisor	2.00	1.00	1.00	1.00	-
Dispatcher	12.00	13.00	13.00	13.00	-
Police Records Specialist	2.00	2.00	2.00	2.00	-
Police Records Clerk	4.00	4.00	4.00	4.00	-
Crime Scene Property & Evidence Supervisor	1.00	1.00	1.00	1.00	-
Property & Evidence Records Clerk	-	1.00	1.00	1.00	-
Crime Analyst	1.00	1.00	1.00	1.00	-
Crime Scene Specialist	3.00	3.00	3.00	3.00	-
Administrative Supervisor	1.00	1.00	1.00	1.00	-
Customer Service Clerk	-	1.00	1.00	1.00	-
Administrative Assistant	1.00	1.00	1.00	1.00	-
Total Police	**115.00**	**118.00**	**121.00**	**121.00**	**-**

Budget Notes and Changes

1. Personnel & Benefits – The change is associated with increases of health care related costs and anticipated increases to grant awards that help fund several Police Department programs.

2. Contracted Services – Decreases associated with completed software purchased in fiscal year 2019-2020, as well as, reduced budget capacity for travel and training in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

3. Capital Outlay – Decrease is associated with vehicles purchased for new officer positions in fiscal year 2019-2020. No new position additions are planned for fiscal year 2020-2021.

4. General Fund – Decrease is associated with a combination of one-time purchases completed in the prior year, as wells as, cost cutting efforts by the department in areas such as travel and training, small tools, and fuel due to the impact of the pandemic on the Towns' fiscal year 2020-2021 anticipated revenues.

5. Grants & Contributions fund – Increase associated with anticipated increases to grant awards that help fund several Police Department programs, mostly through salary and overtime grant awards.

6. RICO fund – Increase associated with multiple one-time purchases needed for police operations, such as new software, new ballistic vests, a vehicle and other such needs, budgeted from this Special Revenue fund.

7. Police Impound fund – Increase associated primarily with the one-time purchase of a police vehicle to be used for police operations budgeted from this Special Revenue fund.

8. Emergency Telecommunications fund – decrease is associated with the administration of this program being transitioned to Pima County. This was a planned transition for this program that is fully funded by the State of Arizona.

COURTS



Department Overview

Marana Municipal Court adjudicates civil and criminal traffic, Town ordinance, and criminal misdemeanor offenses that occur within the Town limits, as well as issuing civil orders of protection and injunctions against harassment. The mission of Marana Municipal Court is to provide a forum for the fair, impartial, and efficient adjudication of those violations in an environment that is respectful and safe for all who interact with the justice system.

2019 - 2020 Accomplishments

- Provided defendants with active warrants the option of walking in to court during business hours to address their warrants, rather than requiring them to wait for the next official court session, thereby preventing unnecessary incarceration and reducing jail costs for the Town
- Provided judicial staffing during Marana Police Department warrant sweeps to prevent police officers from having to transport defendants to the jail, thereby increasing the efficiency of the program, preventing unnecessary incarceration, and reducing jail costs for the Town
- Continued implementation of the Arizona Supreme Court's Security Standards Recommendations, to include physical building improvements and the purchase of bullet resistant vests for security officers, all paid for with non-general fund monies
- Began participation in the Community Misdemeanor Problem Solving Court in collaboration with Pima County Justice Court and Tucson City Court
- Implemented a specialized Mental Health Court program to provide greater services and accountability for defendants with mental health diagnoses
- Continued updates to the Marana Court webpage, providing clearer language and more access to self-service resources
- Implemented the Arizona Protective Order Initiation and Notification Tool (AZPOINT)
- Began certification process for Court Security Officers
- Began exploration of a Town Public Defender in consultation with the Legal Department and Town Manager's Office

2020 – 2021 Goals & Objectives

- Continue updates to the Marana Court webpage to provide the public with additional resources for interacting with the court system
- Continue to seek methods to provide court users with greater access to justice
- Continue certification process for Court Security Officers and further implementation of the Arizona Supreme Court's Court Security Standards Recommendations
- Install a publicly accessible AZPOINT computer kiosk for court users
- Continue exploration of the Town Public Defender option

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Community	Provide for a forum for fair, impartial, and efficient adjudication of alleged violations in an environment that is respectful and safe	percentage of cases with customer service complaints	less than 1%	less than 1%
		Percentage of cases adjudicated	100%	100%
		Percentage of cases referred to judicial commission	less than 1%	less than 1%
Community	Provide participants in the court system with necessary services for the fair adjudication of cases	Percentage of qualified cases receiving court appointed cases	100%	100%
		Percentage of qualified cases receiving interpreter services	100%	100%
Community	Promptly disburse monies received by the court, which are held in trust and payable as restitution, bonds, or fees	Percentage of timely disbursements for bond refunds, restitution orders, fees to other government agencies, and payment for services	100%	100%

OPERATING BUDGET SUMMARY					
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
Personnel & Benefits	$822,178	$897,375	$1,040,816	$986,790	Note 1 $(54,026)
Contracted Services	118,549	130,509	261,600	223,700	Note 2 (37,900)
Operating Supplies & Equipment	13,082	30,037	484,750	94,750	Note 3 (390,000)
Capital Outlay	5,5516	-	-	410,000	Note 4 410,000
Total by Category	**$959,324**	**$1,057,921**	**$1,787,166**	**$1,715,240**	**$(71,926)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
General Fund	$880,461	$955,601	$1,156,666	$1,102,740	Note 5 $(53,926)
JCEF Fund	-	14,471	166,000	90,000	Note 6 (76,000)
Fill the Gap Fund	-	-	34,500	34,500	-
Local Technology Fund	78,864	87,850	430,000	488,000	Note 7 58,000
Total by Fund	**$959,325**	**$1,057,922**	**$1,787,166**	**$1,715,240**	**$(71,926)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Town Magistrate	1.00	1.00	1.00	1.00	-
Court Operations Specialist	1.00	1.00	1.00	1.00	-
Court Administrator	1.00	1.00	1.00	1.00	-
Court Probation Monitor	1.00	1.00	1.00	1.00	-
Court Security Officer	2.00	2.00	2.00	2.00	-
Court Collections Specialist	1.00	1.00	1.00	1.00	-
Court Supervisor	1.00	1.00	1.00	1.00	-
Senior Courtroom Specialist	1.00	1.00	1.00	1.00	-
Courtroom Specialist	1.00	1.00	1.00	1.00	-
Court Clerk	3.00	3.00	3.00	3.00	-
Senior Court Clerk	1.00	1.00	1.00	1.00	-
Total Courts	**14.00**	**14.00**	**14.00**	**14.00**	**-**

Budget Notes and Changes

1. Personnel & Benefits – The change is primarily associated with salary savings as the Court plans to maintain the Court Supervisor position vacant during fiscal year 2020-2021, offset by with increased health care related costs in fiscal year 2020-2021.

2. Contracted Services – Change associated with non-general fund funded projects and budget capacity for unanticipated projects that may be mandated for the Court in fiscal year 2020-2021.

3. Operating Supplies & Equipment – Decrease is associated with security upgrades and enhancements to the Courts that were completed during fiscal year 2019-2020.

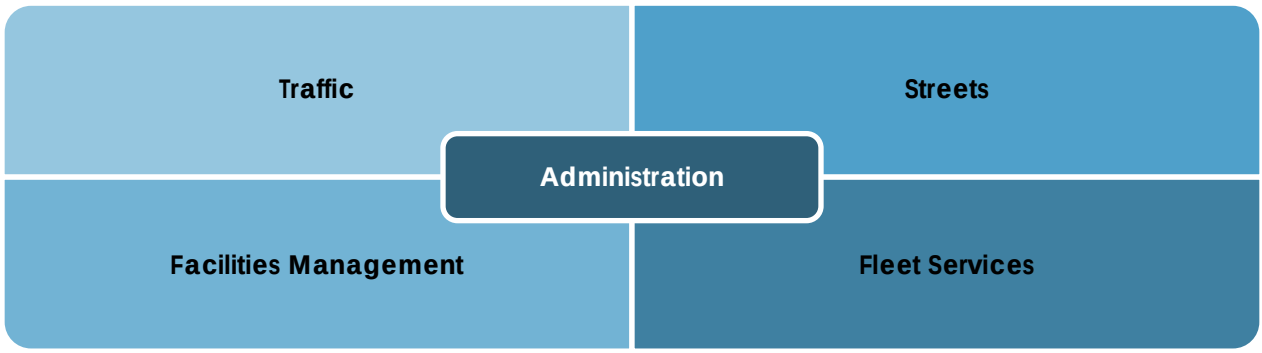
4. Capital Outlay – Increase is primarily associated with the use of Local Technology funds toward the construction of the Court's Jury Room addition.

5. General Fund – The change is primarily associated with salary savings as the Court plans to maintain the Court Supervisor position vacant during fiscal year 2020-2021, offset by with increased health care related costs in fiscal year 2020-2021.

6. JCEF Fund – The change is primarily associated with fees and fines collected by the Courts which are likely to drop significantly during fiscal year 2020-2021.

7. Local Technology Fund – The change is associated with the completion of several security upgrades to the Court during fiscal year 2019-2020 and the construction of the Court Jury Room project in fiscal year 2020-2021.

PUBLIC WORKS



Department Overview

The Public Works Department is committed to providing the highest level of service and showcase Marana's high standard of excellence while maintaining a safe and reliable infrastructure for all members of the community. We strive to always seek innovative ways to operate, improve, maintain, and enhance public facilities, public roadways, sidewalks, ADA ramps, drainageways, landscaping and traffic operations systems in a cost-effective manner and in so doing fulfill the vision of "Advancing quality for all." The department supports the Town's strategic plan, and considers itself a developing partner in the growth and prosperity of the community.

2019-2020 Accomplishments

Facilities Management:

- B Building Tenant Improvement Project has been completed for Water, Parks and Rec and Community and Neighborhood Services to start moving into the renovated old PD Building
- The HVAC Upgrade Project at the Council Chambers has been completed which eliminated the aging and often noisy mechanical HVAC equipment from the interior of the Chambers and placed all equipment to the exterior which helps with maintenance and sound issues
- Facilities staff remodeled the old PD Sub Station side of the MOC A Building for Public Works Street Staff to occupy. PD will have 4 offices, 2 holding cells, an interview room and restroom on a secure side of the A Building for their remodeled Substation
- We finalized the design for the renovation of the old Parks Administration Building to create a Chamber of Commerce/Visitors Center Facility
- Respond to the Town's needs and continue to assess staff locations by adding barrier guards at public and staff counters in response to the COVID-19 emergency.

Fleet Services:

- Implemented a vehicle and equipment GPS tracking system in order to prioritize Town-wide services and reduce vehicle/equipment idle time. This will assist in reducing fossil fuel resources and wear and tear on equipment and vehicles.
- Provided company support from Synovia on November 2019 with 37 Town staff resulting in them being trained on basic operations and navigation to successfully utilize the GPS.
- Completed over 350 Cartegraph tasks on vehicles, equipment and machinery at a cost of over $522,000 in parts and labor.
- Requisitioned purchase and replacement of 39 vehicles and equipment at a cost over 1.75 million dollars, utilizing the Town's Capital Vehicle replacement funds.

- Surplused vehicles and equipment resulting in over $84,000 going back into the Town's general fund.
- Shop inventory being audited and reduced to account for and reduce overhead operating cost
- Reviewing FY21 budget and making adjusted recommendations to finance in order to reduce expenditures for a sound budget.
- Reviewing and possibly extending service life for equipment and vehicles due to current pandemic.
- Working smarter and implementing ways to reduce operating and maintenance cost without compromising safety and customer service.
- Have several plans in motion and available should social distancing operations become more critical in order to maintain current level of scheduled and unscheduled services.

Street Maintenance:

- Completed Tangerine Farms Beautification with DG, Trees, and Plants. Replaced dead trees and plants to restore medians and shoulders to original plans.
- Implemented weed abatement program/contractor services.
- Implemented ADA Ramp, sidewalk and curb program. The Town has over 2,000 ramps that are out of compliance and need to be upgraded.
- Implemented the annual pavement preservation and crack sealing program as part of the Pavement Management Program. The Town is completing the preservation of 140 lane miles.
- Implemented the Annual Culvert Maintenance Program; the Town has over 800 culverts Town-wide.
- Implemented Street Sweeping Program. Major roadways are swept monthly and subdivisions are swept quarterly.
- Implemented the Annual Road Failure Repair Program, identifying road failures ahead of time will help reduce emergency repairs and allow us to be more proactive with roadway maintenance.
- Completed painting of I-10/Marana Road and Cortaro Road TI Bridges.

Traffic:

- In an effort to increase safety and provide more flexibility to programming traffic signal operations, the Town has implemented the conversion of all permissive/protected left-turn indications within the Town to a flashing-yellow left-turn operation. All the existing traffic signals have been converted. All new construction is being required to have the flashing-yellow left-turn indication.
- To bring better communication and traffic operation mitigation between traffic signals, the Town has implemented the installation of fiber optic communication lines along the Cortaro Road corridor and Silverbell Road south of Cortaro Road.
- Implemented the LED street light conversion program which will yield energy and electricity savings. By April, 100% of the 434 High Pressure Sodium (HPS) street lights have been converted to LED for an annual energy savings of $53, 817.
- Completed conversion of the back plates on all traffic signals to include retroreflective tape around the entire back plate. This will increase safety at the intersections and help reduce the number of crashes.
- To improve traffic signal operations, completed installation and activation of the MioVision advanced traffic performance monitoring system along Thornydale between Orange Grove and Horizon Hills.

- The Town of Marana Speed Zone Map was evaluated and updated. As part of the process, various speed limits were modified throughout the Town in an effort to increase safety and efficiency of vehicle traffic while eliminating driver confusion.

2020 - 2021 Goals & Objectives

Administration:

- The Public Works Department is working to achieve the status of Accredited agency through the American Public Works Association (APWA). The objective is to create impetus for organizational self-improvement, stimulate a general rising of standards, and improve performance and the delivery of services.

Facilities Management:

- Finish remodel of the old PD Sally Port at the MMC for a new satellite Fleet bay and office
- Remodel the MOC A Building after Marana Water moves out for Public Works to utilize this space. Building is in need of carpet, LVT flooring, ceiling tiles and paint
- Start remodel of the old Parks Administration building to create a Chamber of Commerce/Visitors Center Facility
- Begin the lighting upgrade project at the MMC buildings A, B and C. The estimated electrical savings for this project is over $35k per year
- Update Facilities Master Plan to add standard Town colors, asset inventory with replacement program and updated department needs assessments, need to identify ownership and responsibilities of all Town Assets
- Review the recommendations of the comprehensive energy audit from Wendel Energy and plan out a replacement plan based on the Town's best interest and practices

Fleet Services:

- Update and reduce older shop parts inventory system in asset tracking in Cartegraph.
- Provide service and maintenance support at MMC Sally Port.
- Update staff technical skills and obtain additional ASE certifications.
- Explore new maintenance software for vehicles and equipment.
- Work with Safety in providing updated equipment training on new equipment in order to be compliant with OSHA standards.

Street Maintenance:

- Continue to assist with implementation of the Pavement Management Projects.
- Continue Annual Crack Sealing Program as part of Pavement Management Program.
- Continue ADA ramp, sidewalk, and curb program. Establish ADA ramp compliance program Town-wide/Federally mandated.
- Continue Culvert Cleaning Program.
- Continue to improve Landscape Beautification and Weed Abatement Program.
- Continue Town Bridge Painting Program.
- Continue Street Sweeping Program - Roadways Swept Monthly and Subdivisions Swept Quarterly.
- Continue Bridge De-Icing Program (Operation Freeze).
- Continue Establishing a Town Bridge Maintenance Program, addressing any needed repairs identified by ADOT's National Bridge Inspection Program.
- Continue Improving Storm Preparedness Plan.
- Establish a Partnership between Public Works and Parks to better utilize departments expertise and resources that will benefit the Town.

Traffic:

- Expand communications connectivity to traffic signals where fiber-optic cable is installed (approximately 65% of signals) for remote access.
- Expand use of Automated Traffic Signal Performance Measures (ATSPMs) to improve traffic signal operations.
- Continue the LED street lighting luminaire replacement program which will yield energy and electricity savings.
- Include 100% of permanent traffic control signs in the sign database.
- Establish contracts with schools for all school zones, as required by the state.

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Community	Accurately assess town facilities and assets to determine ownership	Continual updating and maintaining of ownership assessment	100%	100%
Progress and Innovation	Reduce overhead and operating costs related to an aging fleet of vehicles	Replacement of vehicles greater than 15 years of age or near end of life as determined by Equipment Replacement Program	100%	100%
Community	To maintain the Town's streets at an acceptable high level	Continue with the Pavement Preservation approved five year plan	100%	100%
Community	Increase the capacity of roadway corridors through innovational use of technologies and decrease traffic delays	Percentage increase of roadway capacity plus percentage decrease of traffic delays	5%	5%

OPERATING BUDGET SUMMARY						
Expenditures by Category	FY2018 Actual	FY2019 Actual	FY2020 Budget	FY2021 Tentative	Change	
Personnel & Benefits	$2,563,668	$2,682,139	$3,078,934	$3,051,384		$(27,550)
Contracted Services	2,563,886	2,184,624	5,635,023	3,814,310	Note 1	(1,820,713)
Operating Supplies & Equipment	410,717	725,285	421,044	367,702		(53,342)
Capital Outlay	357,139	468,048	2,008,830	499,784	Note 2	(1,509,046)
Restricted Budget	-	-	300,000	695,000	Note 3	395,000
Total by Category	**$5,895,410**	**$6,060,096**	**$11,443,831**	**$8,428,180**		**$(3,015,651)**

OPERATING BUDGET SUMMARY BY FUND						
Expenditures by Fund	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change	
General Fund	$3,641,087	$3,660,582	$6,336,950	$4,360,725	Note 4	$(1,976,225)
Highway User Revenue Fund	2,254,323	2,399,514	5,106,881	4,067,455	Note 5	(1,039,426)
Total by Fund	**$5,895,410**	**$6,060,096**	**$11,443,831**	**$8,428,180**		**$(3,015,651)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Public Works Director	1.00	1.00	1.00	1.00	-
Public Works Deputy Director	1.00	1.00	1.00	1.00	-
Traffic Manager	1.00	1.00	1.00	1.00	-
Executive Assistant	1.00	1.00	1.00	1.00	-
Administrative Assistant	1.00	1.00	1.00	1.00	-
Fleet Division					
Superintendent	1.00	1.00	1.00	1.00	-
Lead Fleet Technician	1.00	1.00	1.00	1.00	-
Fleet Technician II	2.00	2.00	2.00	2.00	-
Fleet Technician I	1.00	1.00	1.00	1.00	-
Equipment Mechanic	1.00	1.00	1.00	1.00	-

AUTHORIZED POSITIONS					
	FY2018 Actual	FY2019 Actual	FY2020 Estimated	FY2021 Tentative	Change
Streets Division					
Superintendent	1.00	1.00	1.00	1.00	-
Traffic Technician III	1.00	1.00	1.00	1.00	-
Traffic Technician II	1.00	1.00	1.00	1.00	-
Traffic Technician I	1.00	-	1.00	1.00	-
Signs & Markings Specialist	-	1.00	1.00	1.00	-
Public Works Supervisor	2.00	2.00	2.00	2.00	-
Equipment Operator II	1.00	1.00	1.00	1.00	-
Equipment Operator I	2.00	2.00	3.00	3.00	-
Maintenance Associate III	7.00	7.00	7.00	7.00	-
Maintenance Associate II	3.00	4.00	4.00	4.00	-
Maintenance Associate I	2.00	1.00	1.00	1.00	-
Engineering Aide	-	1.00	1.00	1.00	-
Engineering Specialist	-	1.00	1.00	1.00	-
Assets Coordinator	1.00	1.00	1.00	1.00	-
Facilities Division					
Superintendent	1.00	1.00	1.00	1.00	-
Public Works Supervisor	1.00	1.00	1.00	1.00	-
Facilities Tradesman	1.00	1.00	2.00	2.00	-
Facilities Technician II	1.00	1.00	1.00	2.00	-
Facilities Technician I	1.00	1.00	1.00	1.00	-
Total Public Works	**38.00**	**41.00**	**44.00**	**44.00**	**-**

Budget Notes and Changes

1. Contracted Services – Decrease associated with the completion of multiple projects including the pavement preservation program, and the Council Chambers HVAC, while other projects have been deferred until future periods. Further, decreases have been other areas including travel and training in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

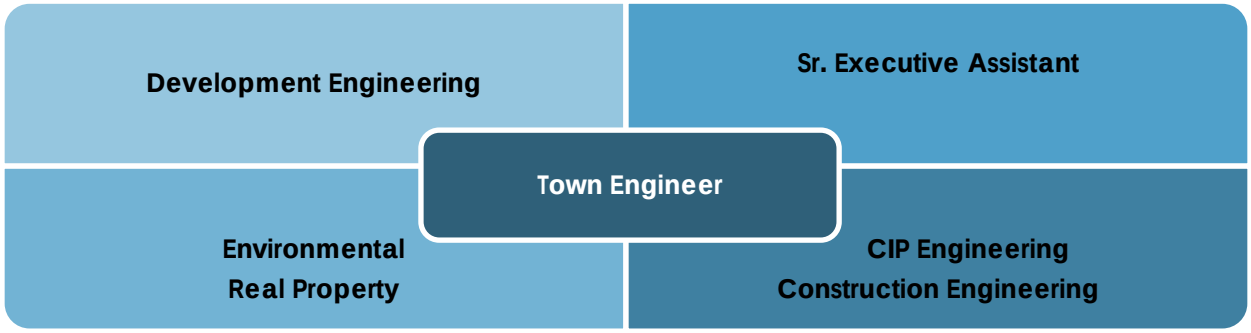
2. Capital Outlay – Decrease associated with one-time purchases and projects completed in fiscal year 2019-2020 primarily for new vehicles and the MMC Building B remodel project. In addition, $465,000 of vehicle purchases have been placed in the restricted budget category. See below.

3. Restricted – Costs in this line item are associated with restricted contingency items in the Highway User Revenue Fund such as emergency road repair, storm damage repairs and vehicles that will only be purchased if revenues collected are higher than anticipated.

4. General Fund – Decrease is associated with the completion of multiple projects including the Council Chambers HVAC, the MMC Building B remodel, the purchases on new vehicles and equipment to support new positions hired in fiscal year 2019-2020 and the deferral of certain projects until future periods.

5. Highway User Revenue Fund – Decrease is primarily associated with the completion of the extended pavement preservation program which included funding carried over from fiscal year 2018-2019 and spent in fiscal year 2019-2020.

ENGINEERING



Department Overview

The Engineering Department is responsible for addressing the infrastructure needs throughout the Town. The Engineering department plans, designs, and constructs public infrastructure. The Engineering Department provides oversight of projects to ensure that private development follows Town ordinances and engineering practices, maintains the safety of the public and the environment, recommends mitigation measures to reduce impacts from development and addresses the infrastructure needs throughout the town.

2019-2020 Accomplishments

- Completed the Town's Northwest Drainage Study
- Completed the Town's first FEMA Community Assistance Visit in 10 years from
- Developed standardized special provisions for CIP projects
- Achieved a 15% cost savings to Marana residents for flood insurance by participating in the Community Rating System
- Completed the feasibility of Sandario Road Drainage Improvements
- Completed the design for the next phase of Silverbell Road Sidewalks and completed the construction of the first phase
- Completed the design of the new Courts Jury Assembly Room
- Completed the design of Cal Portland Shared Use Path
- Completed the design and began construction for Lon Adams Road
- Completed design and construction of Adonis Subdivision improvements
- Completed design and began construction of Avra Valley Road
- Completed design for Thornydale Road
- Completed the design and began construction of Tortolita Sidewalks
- Coordinated with developer for the design of Adonis Road
- Assisted Parks and Recreation with the developer design of Saguaro Bloom Park and Gladden Farms Park
- Completed construction Camino de Oeste
- Completed construction Marana Main Street and Settlement Repair
- Completed construction on the CAP Trailhead
- Completed construction on Desert Traditions
- Completed Construction on Honea Heights Pocket Park
- Worked with Airport to assist in resolving contractual issues with the Project Manger

2020 – 2021 Goals & Objectives

- Complete Gladden Farms Hawk Signal
- Complete design of Sandario Road Drainage Improvements
- Complete design od Stingray Road
- Completed design and Construction of Twin Peaks – Sandario Intersection
- Complete construction of the next phase of Silverbell Road Sidewalks Complete construction of the new Courts Jury Assembly Room
- Complete construction of Cal Portland Shared Use Path
- Complete construction of Lon Adams Road
- Complete construction of Avra Valley Road
- Complete construction of Thornydale Road
- Complete construction of Tortolita Sidewalks

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Commerce	To ensure that capital improvement projects advance the community's economic development goals	Percent of projects that advance economic development goals	100%	100%
Commerce	To ensure that capital rehabilitation projects adhere to aesthetic standards	Percent of rehabilitation projects that are able to improve upon the aesthetics of the corridor	25%	32%
Commerce	To ensure that capital improvement projects adhere to aesthetic standards	Percent of projects that are able to improve upon the aesthetics of the corridor	100%	100%

OPERATING BUDGET SUMMARY					
Expenditures by Category	FY2018 Actual	FY2019 Actual	FY2020 Budget	FY2021 Tentative	Change
Personnel & Benefits	$2,076,754	$1,943,108	$2,108,599	$2,105,862	$(2,737)
Contracted Services	86,476	411,693	286,585	90,235	Note 1 (196,350)
Operating Supplies & Equipment	64,196	59,380	64,867	44,306	(20,561)
Capital Outlay	26,707	69,808	481,500	599,762	118,262
Restricted Budget	-	-	125,000	15,000	Note 2 (110,000)
Total by Category	**$2,254,133**	**$2,483,989**	**$3,066,551**	**$2,855,165**	**$(211,386)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
General Fund	$2,254,133	$2,465,331	$3,066,551	$2,855,165	Note 3$(211,386)
Highway User Revenue Fund	-	18,658	-	-	-
Transportation Fund	-	-	-	-	-
Northeast Benefit Area Impact Fee	-	-	-	-	-
Total by Fund	**$2,254,133**	**$2,483,989**	**$3,066,551**	**$2,855,165**	**$(211,386)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Town Engineer	1.00	1.00	1.00	1.00	-
Engineering Deputy Director	1.00	1.00	1.00	1.00	-
Traffic Division Manager	1.00	-	-	-	-
Civil Engineer	1.00	1.00	-	-	-
Environmental Project Manager	1.00	1.00	1.00	1.00	-
Engineering Specialist	3.00	2.00	2.00	2.00	-
Engineering Aide	1.00	-	-	-	-
Construction Manager	-	-	-	-	-
Construction Inspector	-	1.00	-	-	-
Development Engineering Division Manager	1.00	1.00	1.00	1.00	-
Development Coordinator	1.00	1.00	1.00	1.00	-
Senior Executive Assistant	1.00	1.00	1.00	1.00	-

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Recommended	Change
CIP Program					
CIP Engineering Division Manager	2.00	2.00	2.00	2.00	-
Project Manager	3.00	3.00	3.00	3.00	-
CIP Process Analyst	1.00	1.00	1.00	1.00	-
Construction Inspector	2.00	2.00	3.00	3.00	-
Right of Way Inspector	1.00	1.00	1.00	1.00	-
Real Property Acquisition Agent	1.00	1.00	-	-	-
Project Coordinator - CIP	1.00	1.00	1.00	1.00	-
Engineering Document Clerk	1.00	1.00	-	-	-
Real Property Clerk	-	-	1.00	1.00	-
Total Engineering	**24.00**	**22.00**	**20.00**	**20.00**	**-**

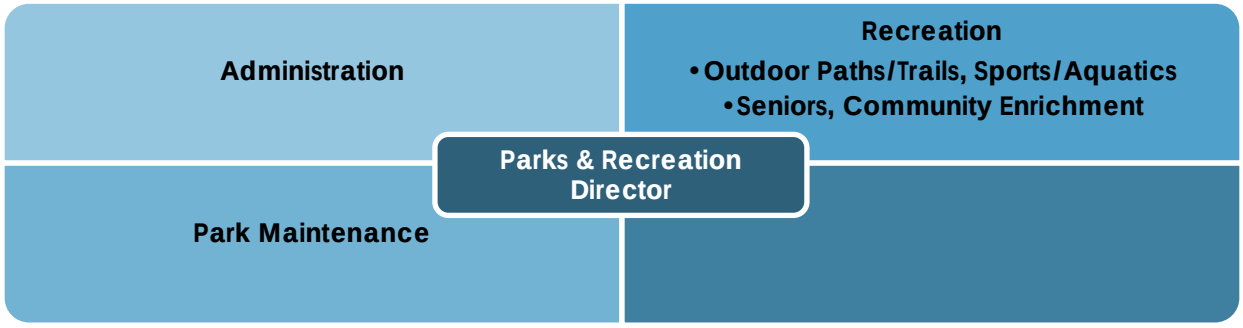
Budget Notes and Changes

1. Contracted Services – Decreases have been budgeted in multiple areas including for professional services and travel and training in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

2. Restricted Budget – This budget category is associated with restricted contingency funding should unanticipated highly specialized engineering tasks be needed in the fiscal year. The decrease is associate with a reduction in restricted budgeted amounts for such on-call services.

3. General Fund - Decreases have been budgeted in multiple areas including operating supplies, professional services for and travel and training in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

PARKS & RECREATION



Department Overview

The Town of Marana Parks and Recreation department is dedicated to developing and implementing quality parks, trails, and leisure services for our community with a proud commitment to excellence, safety, and sustainability.

2019 – 2020 Accomplishments

- Design, Construction, and Opening of El Rio Preserve Observation Deck.
- Partnered with Pima County Department of Cultural Resources to have Installed new bus parking lot at El Rio Preserve, and Town of Marana CIP installed crosswalk to provide access to the adjacent Los Morteros Archeological site.
- Design, Construction, and Opening of Honea Neighborhood Park.
- Design, Construction, and completion of the Central Arizona Project Trailhead in conjunction with Pima County.
- Ten year Parks and Recreation Master Plan 2020-2030 was approve during this fiscal year and will be completed with a recommendation to Mayor and Council during the Fall of 2020.
- Created an 16 person 10 Year Parks and Recreation Department Master Plan Advisory Committee consisting of a diverse group of Marana residents representing a variety of stakeholder groups including youth sports, hiking and mountain biking, swimming, seniors, and groups with environmental interests.
- Completed public outreach phase of 2020-2030 Marana Parks and Recreation Master Plan, hosting public meetings in all three geographic areas of Marana. Through the public engagement process 2,354 residents participated in our Master Plan Survey.
- Completed remodel of Ora Mae Harn Snack Bar, including new commercial grade plumbing and sinks.
- Completed Landscape Renovation of MMC Courtyard including replacement of turf, redesign of irrigation, and tree replacement, and grading and turf growth in MPD Basin.
- Continued maintenance enhancements to improve the quality of turf on athletic fields. This was accomplished through an aggressive aerification program to improve turf health and relieve soil compaction by adding deep tine aerification program period.
- Continued systematic improvements to diamond fields(baseball and softball fields) by adding soil amendments, building bullpens and mounds, securing field enclosures, and installing new Spring-flex outfield fences at Continental Ranch Community Park.
- Completed irrigation upgrades, running lines from Heritage River Park to Honea Neighborhood Park, and finding a creative solution to run wire inside handrails along the Loop SUP from El Rio Pocket Park to the El Rio Preserve.

- Purchased portable pitching mounds and installed them at various softball and baseball fields throughout park system to expand availability of lighted fields.
- Recreation program enhancement, established a new revenue sharing IGA with Pima County Natural Resources, Parks and Recreation to expand outdoor education services.
- Expanded recreation programming with the new Cape Chase Special Event, which was awarded the 2019 Outstanding Adaptive Program Award from the Arizona Parks and Recreation Association.
- 6 staff members successfully passed the Certified Park and Recreation Professional exam administered by the National Recreation and Parks Association.

2020 – 2021 Goals and Objectives

- Completion of the 10 year Marana Parks and Recreation Master Plan 2020-2030 process.
- Gladden Farms Park, construct and open 2 soccer fields.
- Saguaro Bloom Community Park, construct and open phase 1.
- CalPortland Shared Use Path, construct and open 1.8 miles connecting Beard House to Avra Valley Road. This will connect North Marana to the entire Loop.
- Partner with Marana Unified School District to host a district-wide environmental educational program for elementary students at the El Rio Preserve.
- Replace all sprinkler heads with opposing nozzles at Continental Community Ranch Neighborhood Community Park and Continental Reserve Park to provide consistent inventory of irrigation equipment and improve quality of turf.
- Launch the #RunMarana Race Series rebrand.
- Open, promote, and program activities at the new CAP Trailhead.
- Promote and program activities at new Ora Mae Harn Park Pickleball courts.

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY2020 Target**	**FY2021 Target**
Progress and Innovation	Create an efficient method to schedule Short Term Temporary Staff to work activities and events.	Implement scheduling software that will allow staff to select assignments independently	-	100%
Recreation	To provide high levels of service to program participants and public	Increase in enrollment in recreation programs throughout the Town	Increase total enrollment by 15%	Increase total enrollment by 15%
Recreation	To provide high quality, entertaining recreation activities and events for seniors	Increase in number of senior memberships purchased	-	15%
		Increase in number of active Senior Program members.	-	520

OPERATING BUDGET SUMMARY					
Expenditures by Category	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
Personnel & Benefits	$2,383,790	$2,486,831	$2,844,725	$2,814,381	$(30,344)
Contracted Services	520,366	690,105	914,070	679,830	Note 1 (234,240)
Operating Supplies & Equipment	947,266	963,768	1,103,060	1,007,566	Note 2 (95,494)
Capital Outlay	897,217	418,655	114,750	148,714	33,964
Restricted Budget	-	-	-	73,341	Note 3 73,341
Total by Category	**$4,748,639**	**$4,559,359**	**$4,976,605**	**$4,723,832**	**$(252,773)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
General Fund	$4,748,639	$4,559,359	$4,976,605	$4,723,832	$(252,773)
Total by Fund	**$4,748,639**	**$4,559,359**	**$4,976,605**	**$4,723,832**	**$(252,773)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Parks - Administration					
Parks & Recreation Director	1.00	1.00	1.00	1.00	-
Parks & Recreation Deputy Director	1.00	1.00	1.00	1.00	-
Executive Assistant	1.00	1.00	1.00	1.00	-
Superintendent	1.00	1.00	1.00	1.00	-
Business Process Manager	-	-	1.00	1.00	-
Recreation Division					
Recreation Coordinator	3.00	1.00	-	-	-
Recreation Supervisor	-	-	1.00	1.00	-
Recreation Programmer	2.00	1.00	1.00	1.00	-
Maintenance Division					
Superintendent	1.00	1.00	1.00	1.00	-
Parks Maintenance Supervisor	2.00	2.00	3.00	3.00	-
Irrigation Control Specialist	2.00	2.00	2.00	2.00	-
Assets Coordinator	1.00	1.00	1.00	1.00	-
Maintenance Associate III	11.00	10.00	10.00	10.00	-
Maintenance Associate II	-	4.00	4.00	4.00	-
Maintenance Associate I	-	5.00	5.00	5.00	-
Attendant	10.00	-	-	-	-

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Recommended	Change
Aquatics Division					
Recreation Coordinator	-	1.00	-	-	-
Recreation Supervisor	-	-	1.00	1.00	-
Recreation Programmer	-	1.00	1.00	1.00	-
Special Interests Division					
Customer Service Representative	2.00	2.00	2.00	2.00	-
Recreation Coordinator	1.00	1.00	-	-	-
Recreation Supervisor	-	-	1.00	1.00	-
Recreation Programmer	1.00	1.00	1.00	1.00	-
Outdoor Division					
Recreation Coordinator	-	1.00	-	-	-
Recreation Supervisor	-	-	1.00	1.00	-
Maintenance Associate III	-	1.00	1.00	1.00	-
Maintenance Associate I	-	1.00	1.00	1.00	-
Total Parks & Recreation	**40.00**	**40.00**	**42.00**	**42.00**	**-**

Budget Notes and Changes

1. Contracted Services – Decrease associated with the Parks master plan as that project is nearing completion and with the completion of other one-time projects including the Pool repairs. Also, decreases have been budgeted in multiple areas including travel and training in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

2. Operating Supplies & Equipment – Decreases associated with cost cutting measure in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

3. Restricted – For the purchase of new equipment needed for the maintenance of new soccer fields and the Saguaro Bloom park. The purchase depends on the timing of the completion of the new facilities in fiscal year 2020-2021, as well as the availability of funding.

COMMUNITY AND NEIGHBORHOOD SERVICES



Department Overview

Improving the quality of life for our residents and neighborhoods is the primary goal for Community and Neighborhood Services. Engaging the community in ongoing dialogue provides opportunities for the public and private sectors to: identify, refine and articulate needs; cooperatively problem-solve; collaboratively work to develop viable solutions to address needs; measure outcomes and celebrate successes; communicate regularly and clearly though relationships established by mutual trust and a shared vision.

The key functions in Community and Neighborhood Services all center on providing appropriate services to the general population and working to solve issues that affect individuals, neighborhoods, and the entire community. These functions include: Neighborhood Services, Housing Rehab, Animal Services, Transit Management, Code Enforcement, and Community-wide outreach.

2019 – 2020 Accomplishments

- Held five successful animal services programs for the community, bringing the total to over 1,000 pets participating in Town programs in our first three years of Marana Animal Services
- Held community electronic, paper shred, grease and Christmas tree recycling events
- We completed rehabilitation on seven qualifying homes that included AC units, electrical upgrade, water heaters, and porch re-builds
- Added a covered bus shelter with pad site to the Sun Tran Express Route along Ina
- Provided 40 community dumpsters to the neighborhoods throughout the Town for neighborhood cleanups
- Successfully utilized The Town's Nextdoor social media platform to strengthen communications with neighborhoods and residents
- Entered into the first contract with outside company for off-site shopping cart retrieval throughout the Town
- Department staff participated in over 20 community events and meetings
- Partnered with the Marana Food Bank, MUSD and MHC Healthcare to host the Marana Momentum Alliance Senior and Veteran's Fair at the Community Center

2020 – 2021 Goals & Objectives

- Establish the Town's first Property Preservation Code
- Continue to look for outside partners to bring new programs or community events to the Town

- Provide the Animal Control Officers more opportunities to educate the residents of Marana on responsible pet ownership and animal safety
- Create a program for monitoring off-site donation bins throughout the Town
- Increase opportunities and participation in the Community Restitution Program
- Improve communication of the Neighborhood Mediation Program to residents

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Community	To enhance the community, protect property values, and engage the community	Increase the voluntary compliance by property owners on violation notices	90%	93%
		Tons of refuse collected from utilization of the Community Trailer by residents/ communities	25 tons	45 tons
		Tons of refuse collected in community dumpsters provided in Neighborhoods	60 tons	60 tons
Commerce	To return lost pets to owners without the need for shelter intake	Number of pets receiving services from Town sponsored microchipping, vaccination, licensing, spay & neuter clinics	200 pets	250 pets
		YoY increase registered users on Marana Pets App	400 users	500 users
		Return more pets to owners than are taken to shelter	55%	55%

OPERATING BUDGET SUMMARY						
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**	
Personnel & Benefits	$628,774	$715,431	$837,534	$796,991	Note 1	$(40,543)
Contracted Services	165,426	161,021	251,770	309,747	Note 2	57,977
Operating Supplies & Equipment	64,322	114,666	264,848	274,917		10,000
Capital Outlay	52,959	49,855	68,983	77,000	Note 3	8,017
Restricted Budget	-	-	16,723	10,000		(6,723)
Total by Category	**$911,482**	**$1,040,972**	**$1,439,858**	**$1,468,655**		**$28,797**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
General Fund	$896,080	$947,859	$1,196,652	$1,163,998	Note 4 $(32,654)
Community Development Block Grant	665	54,333	150,000	180,000	30,000
Revolving Affordable Housing Fund	14,736	38,781	93,206	124,657	31,451
Total by Fund	**$911,482**	**$1,040,972**	**$1,439,858**	**$1,468,655**	**$28,797**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Community Neighborhood Services Director	1.00	1.00	1.00	1.00	-
Community Outreach Coordinator	1.00	1.00	1.00	1.00	-
Housing Rehabilitation Specialist	1.00	1.00	1.00	1.00	-
Community Services Specialist	-	1.00	-	-	-
Executive Assistant	-	-	1.00	1.00	-
Code Enforcement					
Chief Code Enforcement & Animal Control Officer	1.00	1.00	1.00	1.00	-
Code Enforcement Officer II	1.00	1.00	1.00	1.00	-
Code Enforcement Officer I	-	-	1.00	1.00	-
Animal Services					
Animal Control Officer	3.00	3.00	3.00	3.00	-
Total Community & Neighborhood Services	**8.00**	**9.00**	**10.00**	**10.00**	**-**

Budget Notes and Changes

1. Personnel & Benefits – Decrease primarily reflects payroll costs that are anticipated to be paid from grant funding related to the CDBG and Revolving Affordable Housing funds.

2. Contracted Services – Change is associated with an increase in budget appropriations in the Revolving Affordable Housing Special Revenue Fund.

3. Capital Outlay – Increase associated with the purchase and equipping of a new truck to meet current animal control operational needs as current equipment is aging.

4. General Fund – Decrease primarily reflects payroll costs that are anticipated to be paid from grant funding related to the CDBG and Revolving Affordable Housing funds.

WATER



Department Overview
Marana Water is committed to providing our customers with safe, reliable, efficient water and water reclamation services through utilization of effective industry practices, innovative technology, and the strategic use of water resources.

We have an obligation to make sure that our residential customers, business customers and other public entities such as our schools, medical facilities and parks have reliable access to the water they need. Marana is committed to this mission and is taking proactive steps to achieve it.

2019 – 2020 Accomplishments

- Replaced over five hundred water meters as part of the aging meter program
- Installed over four hundred water meters to accommodate new growth
- Completed a multi-year rate and fee study; implemented new water rates and fees
- Completed an Automated Meter Infrastructure (AMI) pilot study
- Expanded public outreach to Instagram
- Offered online start/stop service forms to acquire more accurate information from customers and increase efficiencies
- Completed design and began construction of Picture Rocks and Airline/Lambert Water Treatment Campuses for the removal of unregulated compounds
- Rehabilitated the Cortaro East and Hartman Wells
- Completed the design of the Tangerine W+ to X-Zone Booster Station and PRV
- Designed and drilled the Marana Park Well to meet growth and water quality goals
- Recharged approximately 600 acre-feet of treated effluent in FY 2020 (ongoing)
- Began design of the Continental Reserve 24-inch Tie-In to connect the Hartman Vistas and Picture Rocks water systems
- Continued design of the Northwest Recharge, Recovery, and Delivery System (NWRRDS) in partnership with other water providers in the region
- Continued implementation of the asset management program by converting paper processes to an electronic format increasing efficiencies
- Completed electrical system upgrades at the Honea West well site to meet current safety guidelines and provide efficiencies
- Continued partnerships with other local community water suppliers

2020 – 2021 Goals & Objectives

- Continue meter replacement program; replace 400-500 meters
- Complete the design of the Continental Reserve 24-inch Tie-in
- Complete construction of the Amole Well electrical upgrade
- Complete rehabilitation of that Sandario Well
- Equip Marana Park Well
- Complete design and construction of the new Marana Park Reservoir
- Complete construction of the Tangerine W+ to X Zone Booster Station and PRV
- Continue design and begin construction of the Northwest Recharge and Recovery Delivery System with Metro Water and Oro Valley
- Complete construction and begin operation of the Picture Rocks and Airline/Lambert Water Treatment Campuses
- Begin the update to the Potable Water Master Plan
- Continue implementation of the asset management program
- Continue to replace the current SCADA system with updated infrastructure based on recommendations from the SCADA Master Plan
- Continuously develop and implement a conservation based messaging campaign for customer base
- Select and implement a new Customer Information System
- Continue forward with AMI implementation system-wide
- Upgrade our meter reading software
- Transition all customer service work orders to digital format

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Community	Continuous increase in number of water customers	Number of new water customers	400	541
Community	Provide resources necessary to maintain the water distribution system and accurately account for water produced and consumed	Percent of lost and unaccounted for water	6%	4.5%

OPERATING BUDGET SUMMARY					
Expenditures by Category	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change
Personnel & Benefits	$1,889,563	$1,747,854	$2,155,330	$2,287,468	Note 1 $132,138
Contracted Services	1,399,267	1,328,532	1,823,841	1,864,023	40,182
Operating Supplies & Equipment	1,580,487	1,762,933	2,378,415	2,279,971	Note 2 (98,444)
Capital Outlay	2,805,315	1,461,620	20,021,148	13,127,812	Note 3(6,893,336)
Debt Service	479,264	311,302	1,262,689	1,399,956	137,267
Restricted Budget	-	-	-	258,350	Note 4 258,350
Total by Category	**$8,153,896**	**$6,612,241**	**$27,641,423**	**$21,217,580**	**$(6,423,843)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	FY2018 Actual	FY2019 Actual	FY2020 Budget	FY2021 Tentative	Change
Water Operating Fund	$5,151,561	$5,011,418	$7,361,638	$7,658,018	Note 5 $296,380
Water Capital Fund	430,359	1,205,305	15,895,164	10,034,029	(5,861,135)
Water Infrastructure	202,619	292,273	3,660,621	3,160,533	(500,088)
Renewable Resources Fund	2,369,357	103,245	724,000	365,000	(359,000)
Total by Fund	**$8,153,896**	**$6,612,241**	**$27,641,423**	**$21,217,580**	**$(6,423,843)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Water Director	1.00	1.00	1.00	1.00	-
Water Deputy Director	1.00	1.00	1.00	1.00	-
Water Business Services Coordinator	1.00	1.00	1.00	1.00	-
Water Distribution Supervisor	1.00	1.00	1.00	1.00	-
Water Production Supervisor	1.00	1.00	1.00	1.00	-
Water Resource Coordinator	1.00	1.00	1.00	1.00	-
Water Quality Supervisor	-	-	-	1.00	1.00
Water Quality Specialist	-	1.00	1.00	-	(1.00)
Water Quality Technician	1.00	-	2.00	2.00	-
Water Construction Inspector	1.00	1.00	1.00	1.00	-
Electrician	-	-	-	1.00	1.00
Water Mechanic	1.00	-	-	-	-
Water Operator III	2.00	2.00	2.00	2.00	-
Water Operator II	6.00	6.00	6.00	7.00	1.00
Water Operator I	1.00	1.00	1.00	1.00	-
Civil Engineer	1.00	1.00	1.00	1.00	-
Water Billing Specialist	2.00	2.20	2.60	2.60	-

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
SCADA Administrator	1.00	1.00	1.00	1.00	-
Water Technology Support Specialist II	-	1.00	1.00	1.00	-
Assets Coordinator	-	1.00	1.00	1.00	-
Executive Assistant	1.00	1.00	1.00	1.00	-
Water Operations Manager	1.00	1.00	1.00	1.00	-
Total Water Department	**24.00**	**25.20**	**27.60**	**29.60**	**2.00**

Budget Notes and Changes

1. Personnel & Benefits – Increase in this category is attributable to the addition of a new Water Operator position and a new Electrician position for fiscal year 2020-2021. These positions will aid in the operation and maintenance of all water and water reclamation assets including the two new Water Treatment Campuses and were programmed in the rate study approved by Council in fiscal year 2019-2020. The positions are scheduled to be hired no earlier than January 2021.

2. Operating Supplies & Equipment – Decrease associated to reduced developer reimbursements during fiscal year 2020-2021.

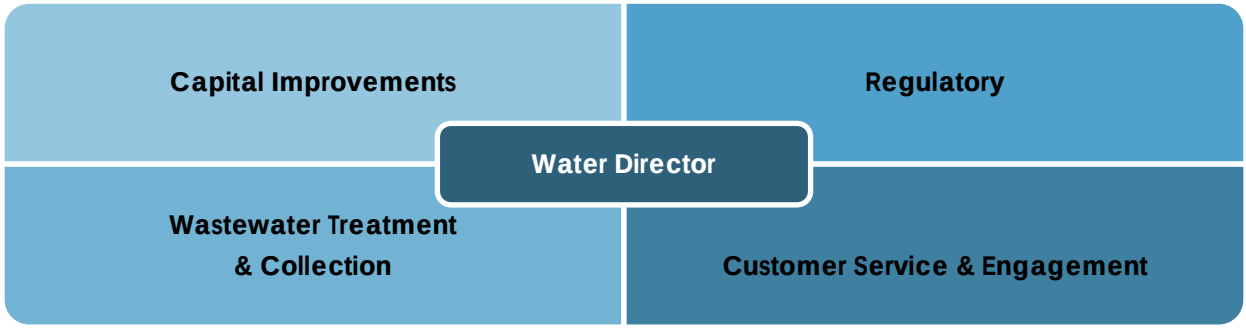
3. Capital Outlay – The decrease is primarily attributed to the ongoing construction of the Water Treatment Plants. These projects are expected to be completed in fiscal year 2020-2021. For more details please refer to the Town's Capital Improvement Plan.

4. Restricted – For unanticipated expenses during fiscal year 2020-2021, including emergency water hauling in case of emergency caused by a well failure which would require the department to hall water in order to continue providing service to existing customers.

5. Water Operating Fund – Increases are associated to a combination of salary increases for town new positions, increased debt service payments for the WIFA loans being drawn down to fund the construction of the Water Treatment Plants project and restricted funds that may be used in case of emergency.

6. Remaining funds – Decreases in the remaining Water funds are due to the ongoing construction of projects for which remaining budget capacity is being carried forward to fiscal year 2020-2021 and to the programing of water related projects. For more details please refer to the Town's Capital Improvement Plan.

WATER RECLAMATION



Department Overview
Marana Water is committed to providing our customers with safe, reliable, efficient water and water reclamation services through utilization of effective industry practices, innovative technology, and the strategic use of water resources.

The Town will endeavor to ensure effluent owned by the Town is put to the highest and best possible use to meet long term planning goals and objectives of the Town.

2019 – 2020 Accomplishments

- Completed construction of the Marana Water Reclamation Facility (official final completion date was 4/19/19)
- Aquifer Protection Permit Amendment (Clean closure of package plants, Headworks, & Clarifiers) was realized
- Implemented asset management program utilizing a Computerized Maintenance Management System (CMMS). To date, 50% of Water Reclamation Facility (WRF) and 80% of sewer conveyance system assets have been downloaded into Cartegraph and PM work orders are being auto-generated
- Updated Continuity of Operations Plan (COOP) for the WRF and collection system
- Rehabilitated the Adonis conveyance system, and realized 100% design for new Lift Station and Force Main to connect to Marana regional sewer system
- Cleaning of sewer mains, CCTV, and manhole inspections were performed in all the Gladden Farms subdivisions
- Odor control measures (carbon pillows in manholes) were applied on the Tangerine/Downtown Phase II alignment. This sewer alignment receives sanitary sewer flows from Saguaro Bloom and Rillito Vista Subdivisions.
- Completed a multi-year rate and fee study; implemented new sewer rates and fees

2020 – 2021 Goals & Objectives

- Vector control program all of sanitary sewer system (all manholes every other year per CMOM).
- Continue to work with local, state, and federal regulatory agencies to maintain compliance and operation of the wastewater reclamation facility and sanitary sewer conveyance system.
- Complete construction of the Adonis Sewer lift station and force main.
- Continue to implement the asset management program utilizing a Computerized Maintenance Management System (CMMS).

- Clean, CCTV, and manhole inspections of the next quarter in the rotation of the sanitary sewer conveyance system (~15 miles).
- SCADA upgrades for the Lift Stations (Saguaro Bloom & Rillito Vista).
- Rehab/Upgrade of the Airport Lift Station and sewer infrastructure.
- Rehab/Upgrade of the Rillito Vista Lift Station.
- Remove and replace end of service life manholes on Sanders Rd, Marana Rd., and Stingray Rd.
- Permanent Odor Control measures applied at the Saguaro Bloom Lift Station and Rillito Vista Lift Station that flows into the Tangerine/Downtown Phase II alignment.
- Review and update of Capacity, Management, Operations and Maintenance (CMOM) Plan.

KEY PERFORMANCE MEASUREMENTS

Council Strategic Plan Goal	Expected Outcome	Performance Measure	FY 2020 Target	FY 2021 Target
Community	Continuous increase in number of sewer customers	Number of new sewer customers	320	351
Community	Provide resources necessary to maintain safe, compliant and environmentally friendly operation of the sanitary sewer conveyance system	Number of sanitary sewer overflows	0	0

OPERATING BUDGET SUMMARY

Expenditures by Category	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Tentative	Change	
Personnel & Benefits	$351,378	$537,218	$628,941	$583,306	Note1	$(45,635)
Contracted Services	647,235	269,360	549,885	477,000	Note 2	(72,885)
Operating Supplies & Equipment	132,773	157,019	360,850	302,800	Note 3	(58,050)
Capital Outlay	20,443,756	1,104,337	2,611,957	2,122,515	Note 4	(489,442)
Debt Service	544,413	1,193,915	855,911	858,781		2,870
Restricted Budget	-	-	200,000	118,000	Note 5	(82,000)
Total by Category	**$22,119,555**	**$3,261,849**	**$5,207,544**	**$4,462,402**		**$(745,142)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY2021 Tentative**	**Change**
Water Reclamation Operating Fund	$1,675,800	$2,157,512	$2,467,387	$2,289,887	Note 6 $(177,500)
Water Reclamation Capital Fund	20,388,107	1,025,103	1,933,636	1,394,565	Note 7 (539,071)
Water Reclamation Impact (Post SB)	55,649	79,234	806,521	777,950	(28,571)
Total by Fund	**$22,119,555**	**$3,261,849**	**$5,207,544**	**$4,462,402**	**$(745,142)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	**FY 2019 Actual**	**FY 2020 Estimated**	**FY 2021 Tentative**	**Change**
Water Reclamation Operations Manager	1.00	1.00	1.00	1.00	-
Chief Water Reclamation Operator	1.00	1.00	1.00	1.00	-
Water Reclamation Operator II	2.00	2.00	2.00	2.00	-
Water Reclamation Operator I	1.00	1.00	1.00	1.00	-
Water Reclamation Mechanic	-	1.00	1.00	1.00	-
Associate Water Reclamation Mechanic	-	1.00	1.00	1.00	-
Total Water Reclamation Department	**5.00**	**7.00**	**7.00**	**7.00**	**-**

Budget Notes and Changes

1. Personnel & benefits – The major change between fiscal years is primarily due to turnover in existing positions as employees that were promoted were replaced with employees hired at a lower salary.

2. Contracted Services – The major change between fiscal years is primarily due to increased system repair and maintenance on the sanitary sewer collection system.

3. Operating supplies and equipment – This category accounts for the majority of costs to operate the recently constructed water reclamation facility. The reduction is primarily due to reduced electrical costs at the facility.

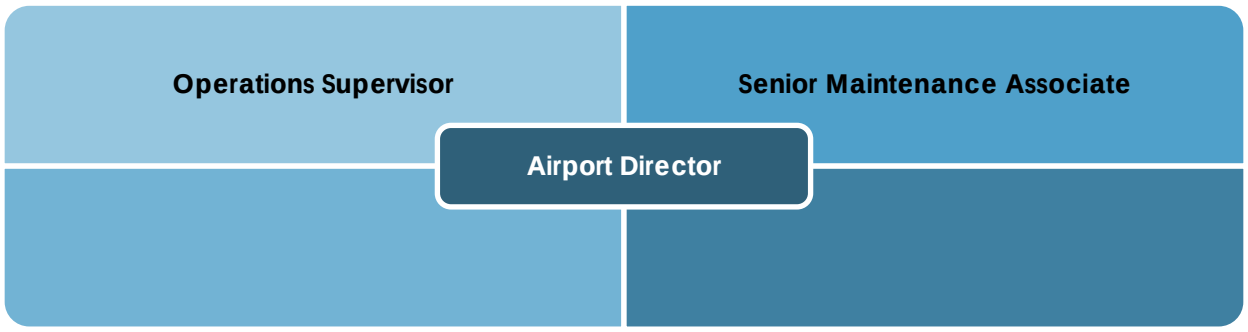
4. Capital outlay – In the operating fund, this category includes the purchase and replacement of vehicles, equipment and infrastructure necessary to provide services. Such purchases for such items were not deemed necessary for fiscal year 2020-2021. In the capital and impact fee funds, this category includes budget for capital improvement projects. The overall decrease is associated with the ongoing construction of the Adonis Lift station project anticipated to be completed in fiscal year 2020-2021.

5. Restricted – Expenses for system repairs and upgrades, including manhole replacement were restricted and may be released and made available for spending upon confirmation of funding availability.

6. Water Reclamation Operating Fund – Decreases are due to a combination of salary savings due to turnover where new employees were hired at lower rates, and delays in the hiring of new positions, along with reduced electricity costs and budget cuts for certain system repairs and travel and training in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

7. Water Reclamation Capital Fund – The Fiscal year 2020-2021 budget was revised to include an additional $475,000 toward the construction of the Adonis Lift Station project. Decreases are associated with the ongoing construction of that projects as it is expected to be completed in fiscal year 2020-2021.

AIRPORT



Department Overview

The Airport department provides the community with a valuable general aviation air transportation resource that is part of the National Air Transportation System and enhances and promotes the aviation industry for the community while maintaining the highest level of safety and professional customer service. The department also markets and leases airport land for aviation related businesses and development. Other department duties include:

- Maintain and enhance airport safety and security
- Continue to align the airport with Town Strategic Plan
- Seek new business development opportunities for the airport
- Manage all Federal Aviation Administration Grants and State ADOT Aviation Grants
- Manage and coordinate all construction activities on the airport
- Perform inspections to ensure proper maintenance and compliance in accordance with FAA regulations and grant assurances.
- Coordinate with contractors and other departments to complete required airport maintenance
- Manage, coordinate and review all plans and specifications for airport projects
- Prepare contracts for maintenance activities and consultant services
- Ensure land use and airspace capability with aviation uses throughout the Town and the County
- Address public concerns with aeronautical activities and noise throughout the Town
- Provide financial management of the airports operations capital improvement projects budget
- Provide presentations, press releases, and general information for community outreach and community relations

2019 – 2020 Accomplishments

- Applied and accepted into Federal Contract Tower program.
- Awarded three ADOT grants:
    - Runway 30 Safety Area Improvement Study ($150,000) – Runway 30 has an inadequate safety area. This study will determine which type of mitigation option is

most cost effective. Options include re-aligning Avra Valley Rd., shifting the runway to the northwest, installing an EMAS (Engineered Material Arrestor System), using declared distances and a displaced threshold.

  - Replace Runways 12-30 and Runways 3-21 MIRLs, Airport Beacon, and PAPIs Design ($175,000) – This project is for the design phase of replacing all of the runway lighting MIRLs (medium intensity runway lights) with a new efficient LED system, PAPIs (precision approach path indicator), and airport beacon light tower. All of the existing lights are approaching the end of their 20 year useful life.
  - Electrical Vault Equipment Replacement ($50,000) – The airport's electrical vault houses all of the airport's electrical equipment and regulators. This grant will fund the replacement of some of the older, malfunctioning components.

- Selected Dibble Engineering as airports on call engineer and planner for up to a 5 year period.
- Ongoing marketing of available airport land parcels for additional business development.
- Completed $6 million pavement reconstruction project. This project started in December 2018 and was completed in December 2019. The project entailed the complete reconstruction of 6.5 million square feet of airport ramp and taxiway pavement of the airport's terminal ramp, general aviation parking ramp, south hangar ramp, a new jet parking ramp, and 1,600 feet of Taxiway B.
- Crack sealed Runways 12/30 and 3/21.

2020 – 2021 Goals & Objectives

- Continue searching and securing funding for the necessary air traffic control tower projects.
- Complete three ADOT grant projects.
- Continue to work with developers interested in individual and corporate hangar development.
- Market land parcels available for additional business development.
- Conduct airport open house event (November 2020).Rehab/Upgrade of the Airport Lift Station and sewer infrastructure.
- Rehab/Upgrade of the Rillito Vista Lift Station.
- Remove and replace end of service life manholes on Sanders Rd, Marana Rd., and Stingray Rd.
- Permanent Odor Control measures applied at the Saguaro Bloom Lift Station and Rillito Vista Lift Station that flows into the Tangerine/Downtown Phase II alignment.
- Review and update of Capacity, Management, Operations and Maintenance (CMOM) Plan.

KEY PERFORMANCE MEASUREMENTS				
Council Strategic Plan Goal	**Expected Outcome**	**Performance Measure**	**FY 2020 Target**	**FY 2021 Target**
Commerce	Increase land lease income	Lease revenue	$275,000	$273,000
Commerce	Increase airport corporate jet operations	Corporate jet operations	1,500	1,600
Commerce	Develop new airport hangars	Increase economic impact of airport	35%	25%

OPERATING BUDGET SUMMARY					
Expenditures by Category	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
Personnel & Benefits	$277,869	$257,773	$291,331	$290,663	$(668)
Contracted Services	550,181	113,691	124,649	108,665	Note 1 (15,984)
Operating Supplies & Equipment	57,834	81,971	73,900	60,850	Note 2 (13,050)
Capital Outlay	49,428	3,600,966	6,926,463	3,521,000	Note 3 (3,405,463)
Restricted Budget	-	-	125,000	125,000	Note 4 -
Total by Category	**$935,812**	**$4,054,401**	**$7,541,343**	**$4,106,178**	**$(3,435,165)**

OPERATING BUDGET SUMMARY BY FUND					
Expenditures by Fund	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Budget**	**FY 2021 Tentative**	**Change**
Airport Operating Fund	$885,884	$453,435	$644,880	$585,178	$(59,702)
Airport Capital Fund	49,428	3,600,966	6,896,463	3,521,000	Note 5 (3,375,463)
Total by Fund	**$935,812**	**$4,054,401**	**$7,541,343**	**$4,106,178**	**$(3,435,165)**

AUTHORIZED POSITIONS					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Estimated	FY 2021 Tentative	Change
Airport Director	1.00	1.00	1.00	1.00	-
Airport Operations Supervisor	1.00	1.00	1.00	1.00	-
Maintenance Associate III	1.00	1.00	1.00	1.00	-
Total Airport Operations	**3.00**	**3.00**	**3.00**	**3.00**	**-**

Budget Notes and Changes

1. Contracted Services – Decrease associated with the completion or deferral of one-time projects to future periods. Also, some areas including maintenance and travel and training were reduced in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

2. Operating Supplies & Equipment – Decrease associated with cost cutting in response to anticipated reduced revenues in fiscal year 2020-2021 due to the pandemic.

3. Capital Outlay – Decrease associated primarily with the completion of the Airport Paving Rehabilitation project which was completed in fiscal year 2019-2020.

4. Restricted – For outstanding contractual obligations that may come due in fiscal year 2020-2021.

5. Airport Capital Fund – Decrease associated primarily with the completion of the Airport Paving Rehabilitation project which was completed in fiscal year 2019-2020. Please see the Capital Improvement Plan included in this document for more detail on fiscal year 2020-2021 Airport projects.

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CAPITAL IMPROVEMENT PLAN



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CAPITAL IMPROVEMENT PROGRAM
Fiscal Year 2020 – 2021 Tentative CIP Plan

Overview

The Fiscal Year 2020-2021 tentative Capital Improvement Plan (CIP) projects out the Town's capital investments over a five-year period. Capital investments involve major Town projects that have at least a five year useful life, and at least a $100,000 total project budget. The CIP is both a fiscal and planning device that allows the Town to inventory and monitor all capital project costs, funding sources, departmental responsibilities, and timing schedules. Each year the CIP is reviewed within the context of on-going Town, County, State, and Federal planning programs and policies as well as the Town's General and Strategic Plans.

Capital improvements may include new construction or an expansion, upgrade, replacement, or other addition designed to improve, conserve, or maintain the value of Town assets or enhance service capacity and/or visual environment. At any given time the Town has numerous capital projects in various stages that include: project planning, site selection, right-of-way acquisition, public hearing, utility relocation, site preparation, project agreement preparation, design, construction, and inspection.

The first year of the CIP, along with any applicable carry-forward of funds from the prior fiscal year, comprise the total capital budget for each CIP project beginning July 1 of the fiscal year. The remaining four years of the CIP serve as a financial plan for capital investments. The five-year financial plan is reviewed and updated each year, and the Mayor and Council adopt the capital budget and the five-year financial plan after recommendations have been received from staff and the public.

The CIP committee met during the budget cycle to prioritize all requested CIP projects. The resulting recommendations were presented to the Town Council by the Town Manager on May 26, 2020 at the Town Council CIP Study session.

Funding Sources

The CIP presented incorporates a diverse financing plan. The plan not only utilizes development fees to ensure that new development is paying for cost associated with growth, but also includes funds from the General Fund that allow existing residents to contribute to the many projects that are planned. This is an important balance to maintain, when a variety of projects are constructed which will benefit all residents of the community.

Proceeds used to study, acquire, replace, design and construct various capital improvements may include:

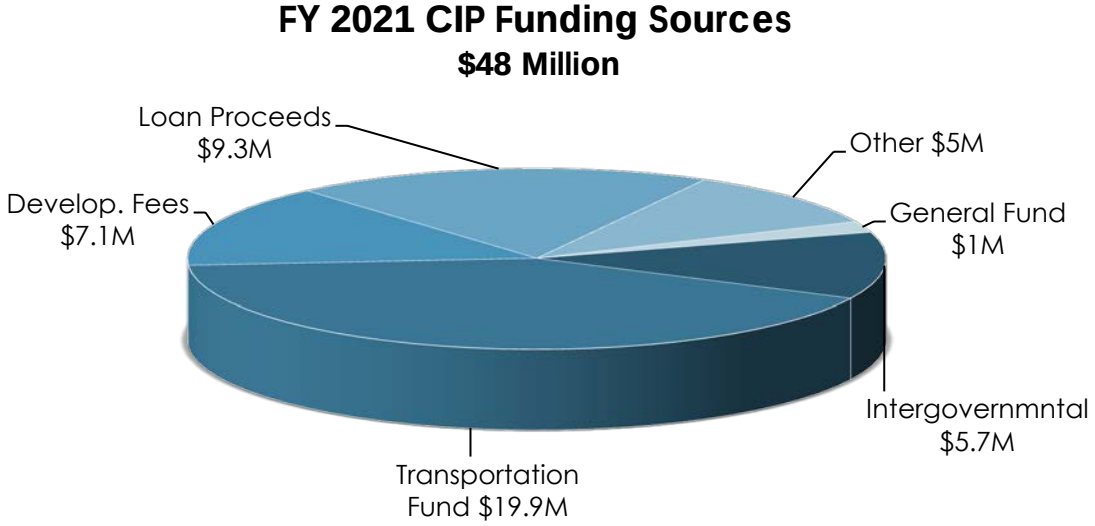
- Impact Fees and Improvement District bonds
- Municipal Property Corporation and Water Revenue Bonds
- Pima County General Obligation bonds

- Transportation Sales Tax funds (75% of the Town's construction sales tax dollars are dedicated for transportation improvements)
- Pima Association of Governments (PAG) funding
- Regional Transportation Authority (RTA) funds
- Pima County Flood Control District (PCFCD) funds
- Water Utility revenues
- Water Infrastructure Financing Authority Loans (WIFA)
- General Fund dollars and various grant or third-party contributions

As shown by the following chart, the largest single CIP funding source comes from the Transportation Fund at $19.9 million. This funding source accounts for the majority of the Town's road infrastructure projects such as the restoration of the Adonis Road Extension and the reconstruction of neighborhood subdivisions.

Loan proceeds are the second largest funding source in the fiscal year 2020-2021 CIP at $9.3 million, all of which came from the Water Infrastructure Finance Authority (WIFA). On January 22, 2019, WIFA approved a loan to the Town of Marana for $15 million for the design and construction of an advanced water treatment facility at two impacted systems. In May 2020, WIFA approved an additional loan of $1.1 million to be utilized toward the completion of the same project. The other remaining loan proceeds are related to sewer improvements for a Marana colonia.

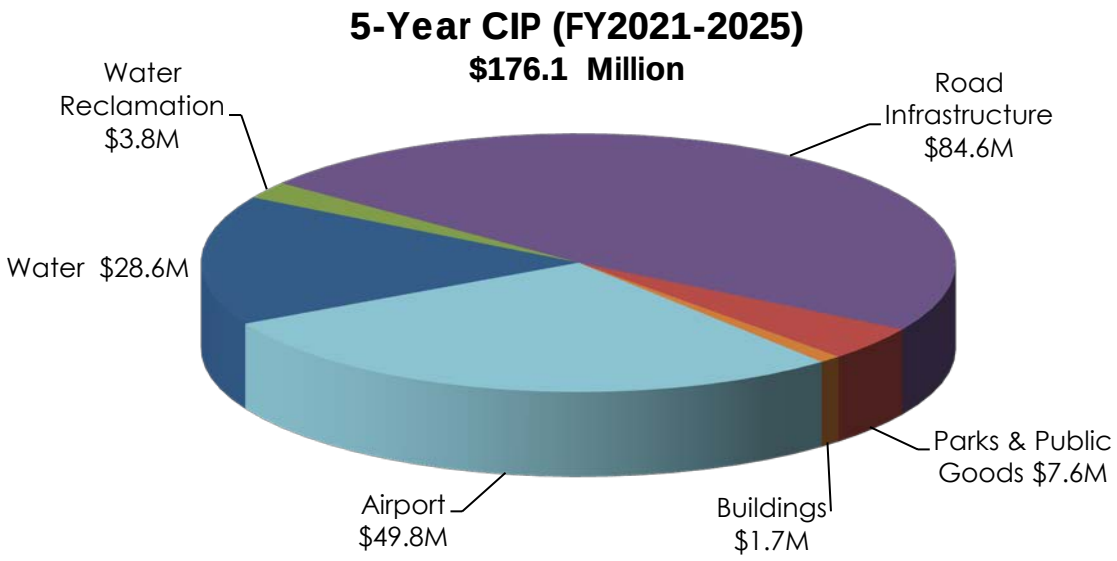
Developer Fees, another large funding source at $7.1 million, are impact fee revenues associated with construction and development. Intergovernmental revenues at $5.7 million contain HURF, and other agency type funds. Other CIP funding sources primarily contain funding sources for enterprise related projects.



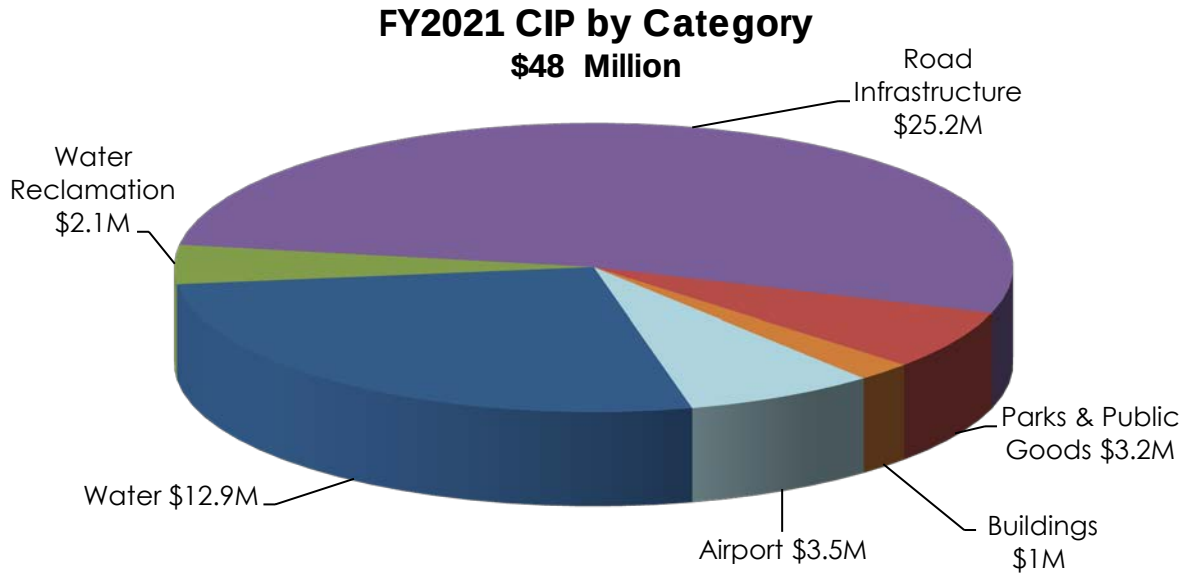
Capital Improvement Program Summary

The cumulative five-year CIP for the Town of Marana totals $176.1 million from FY2021 through FY2025. The chart below shows the breakdown by CIP category for the five-

year period with road infrastructure being the largest of the categories at $84.6 million and Airport related projects the second largest at $49.8 million.



The tentative fiscal year 2020-2021 CIP totals $48 million and is approximately 33% of the tentative annual budget. Road infrastructure encompasses the largest portion of the tentative CIP at $25.2 million. Water related projects are the second largest at $12.9 million or 27% of the CIP program. A breakdown is shown below.



A detailed summary of all CIP projects encompassed in the Town of Marana's five-year CIP program can be found in the following table.

FISCAL YEAR 2020-2021
TOWN OF MARANA TENTATIVE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Grand Total
ADA Compliance Program			200,000	200,000	200,000	600,000
Adonis Road Extension	5,231,009					5,231,009
Adonis Sewer Connection & Rehabilitation	1,186,564					1,186,564
Adonis Subdivision Drainage Improvements	2,091,565					2,091,565
Air Traffic Control Tower	600,000	15,840,000				16,440,000
Airline/Lambert Water Treatment Campus	4,050,169					4,050,169
Airport Additional Vehicle Parking					72,000	72,000
Airport Drainage Study	175,000		225,000			400,000
Airport EA for State Land				480,000		480,000
Airport EA, RWY 3-21, TWY B2, Hanger 6					480,000	480,000
Airport MIRL, Beacon, PAPI Replacements	342,800	1,880,200				2,223,000
Airport Perimeter Fence and Gates			200,000			200,000
Airport Runway 30 Safety Study	175,000					175,000
Airport Taxiway A Reconstruction			588,001	5,724,000		6,312,001
Airport Taxiway MITL Lights Upgrade	1,603,200					1,603,200
Avra Valley Road Pavement Reconstruction	2,660,766					2,660,766
Barnett Channel, Tangerine Farms Conarch	500,000					500,000
Camino De Oeste Road Reconstruction	1,598,261					1,598,261
Campus Improvements		750,000				750,000
CAP Subcontract - NIA Reallocation		214,549	214,549	214,549	214,549	858,194
Clark Farms Flow Split	452,000					452,000
Continental Ranch, Blk 29,36-38,40	438,566					438,566
Continental Reserve 24 Inch Tie-in	191,137	2,300,000				2,491,137
Cortaro Road Rehabilitation	700,000					700,000
Court Jury Assembly Room	538,764					538,764
Dove Mnt Bl-Moore Rd Signal, North			189,000	551,250		740,250
Downtown Visitor Center	483,161					483,161
East and West Apron Rehabilitation	600,000	5,196,000				5,796,000

FISCAL YEAR 2020-2021
TOWN OF MARANA TENTATIVE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Grand Total
East Tangerine, Segment 1 Pipeline, Upsizing	320,000					320,000
El Rio Preserve CMID connection	120,000					120,000
El Rio Recreation Area Parking Lot		170,000				170,000
Gladden Farms School HAWK Signal	280,000					280,000
Heritage River Park Improvements					1,000,000	1,000,000
Impact Fee Study, Parks, FY2021	100,000					100,000
Impact Fee Study, Streets, FY2021	105,000					105,000
Impact Fee Study, Water, FY2021	120,000					120,000
Ina Road Bridge	2,070,327					2,070,327
Ina Road Pavement Reconstruction	147,677					147,677
Lon Adams Road Reconstruction	4,012,840					4,012,840
Maintenance Yard Parking Lot Paving		100,000				100,000
Marana Estates Improvements				200,000		200,000
Marana Main Street Settlement Repair	150,000					150,000
Marana Park Reservoir	1,245,979					1,245,979
Marana Park Well	551,970					551,970
Marana Road Realignment	343,595					343,595
Marana Road, Sanders Road 21 Inch Main	235,950					235,950
MOC Parking Lot Reconstruction		150,000				150,000
Moore Road Rehab, Sanders Rd to I-10			500,000			500,000
MPD Console Modernization		300,000				300,000
MPD Evidence Storage Facility Improvements		200,000				200,000
North Marana Pavement Rehabilitation	1,200,000					1,200,000
NW Marana Nature Park			100,000	1,500,000		1,600,000
NW Recharge, Recovery, and Delivery System	1,096,686	1,500,000	6,160,000	650,000		9,406,686
Parks Department Master Plan	186,838					186,838
Picture Rocks Interconnect		149,400	1,195,200			1,344,600
Picture Rocks Water Treatment Campus	4,107,266					4,107,266

FISCAL YEAR 2020-2021
TOWN OF MARANA TENTATIVE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Grand Total
Postvale Road, Grier Road Rehabilitation	300,000					300,000
Potable Water System Master Plan Update	95,000					95,000
Rehab of Transient, Tie Down Heli, Terminal Aprons	25,000					25,000
Rillito Village Tr Drainage Improvements	60,000	400,000				460,000
Runway 3-21, Taxiway B2, Hangar 6 Modifications			900,000	8,400,000		9,300,000
Sandario Road Drainage Improvement	4,175					4,175
Sanders Road 24 Inch Water Line				2,227,700		2,227,700
Santa Cruz Shared Use Path at CalPortland	2,719,841					2,719,841
SCADA and Integrated Telemetry	211,356	216,320	224,973	233,972		886,621
Sewer Conveyance System Rehab	208,000	531,282	552,533	574,635		1,866,450
Silverbell Rd Sidewalk, TP to Coach		315,000				315,000
South Marana Pavement Rehabilitation	550,000					550,000
Subdivsion Restorations				1,500,000	1,500,000	3,000,000
TABY Downtown Roundabout	53,459					53,459
Tangerine Road Corridor Path			900,000			900,000
Tangerine Road Widening, I10 to Dove Mountain	200,000	12,400,000	9,100,000	4,700,000	13,100,000	39,500,000
Tangerine Road Widening, I10 to Town	452,964					452,964
Tangerine W to X Zone Booster and PRV	911,446					911,446
Taxiway C Reconstruction		588,001	5,724,000			6,312,001
Thornydale Road North Widening	68,237					68,237
Tortolita Road Sidewalks	231,171					231,171
Town Street Lighting Program		100,000	100,000	100,000	100,000	400,000
Twin Peaks Road - Sandario Road Intersection	650,000					650,000
Twin Peaks Road, Rattlesnake Pass Widening	500,000	10,799,720	3,000,000			14,299,720
West Marana Pavement Rehabilitation	700,000					700,000
Grand Total	**47,952,738**	**54,100,472**	**30,073,256**	**27,256,106**	**16,666,549**	**176,049,119**

OPERATING CAPITAL AND PROJECTS



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Operating Capital and Projects

Operating capital and projects capture costs associated with the repair and maintenance of capital assets, replacement of equipment, studies, and all other project type costs that do not result in the acquisition or construction of a capital infrastructure asset.

Operating Capital and Projects	Tentative Budget
Town Clerk	
Election services for 2020 Primary and General	70,000
Total for Town Clerk	$70,000
Human Resources	
Employee appreciation and recognition events	21,380
Rewards and recognition program	28,000
Tuition reimbursement program	25,000
Total for Human Resources	$74,380
Finance	
Cartegraph database structure analysis	25,000
Total for Finance	$25,000
Technology Services	
Ortho photography for digital mapping	27,000
Hardware for Munis upgrade	17,000
Fiber cabling repair at the MOC	25,000
Police Mobile Data Computer (MDC) replacement	122,000
Total for Technology Services	$191,000
Engineering	
Way finding kiosks	10,000
Total for Engineering	$10,000
Police (all RICO funded)	
Drone program (two drones, computer, training and insurance)	45,000
SWAT ballistic vest replacements	25,000
Microsoft Word and Excel conversion for MDC's	25,000
Recording system upgrade for communications/dispatch	33,480
ASAP2PSAP Spillman add-on	27,000
Total for Police	$155,480

Operating Capital and Projects	Tentative Budget
Public Works – Facilities Division	
Janitorial supplies and services related to COVID-19 response	10,000
Building B conference table and chairs	13,000
Total for Public Works – Facilities Division	$23,000
Parks and Recreation – Parks Maintenance Division	
Sand filter replacements at splash pad and pool	6,000
Concession stand sink and plumbing improvements	10,000
200 gallon slide-in skid sprayer	14,876
Groundmaster 4500-D mower	73,341
Total for Parks and Recreation – Parks Maintenance Division	$104,217
Community and Neighborhood Services	
New Animal Control truck 1/2ton with box, lights and radio	77,000
Total for Public Works – Streets Maintenance (HURF)	$77,000
Water Operating	
Treatment campuses startup and initial filtration supplies	50,000
New utility billing software system	100,000
Sandario well rehab	140,000
Recharge facility fencing and erosion control	20,000
Unit 2005 - 2009 Ford F350 4x4 with utility bed; Replace with Equivalent	63,500
Unit 716 - 2000 Carson dump trailer; Replace with Equivalent	16,800
Unit 726 - 2003 Vermeer E550 excavator; Replace with Equivalent	72,500
Total for Water Operating	$462,800
Wastewater Operating	
Lift station inspection and maintenance	118,000
Sewer manhole replacements at certain locations	203,000
Total for Wastewater Operating	$321,000
Vehicle Purchases related to New Positions	
Vehicles for 2 Water positions	114,000
Total for Vehicle Purchases related to New Positions	$114,000
Vehicle Replacements*	
Unit 526 - 2010 Tahoe PPV; Replace with PPV Tahoe	68,900
Unit 531 - 2011 Crown Vic; Replace with PPV Tahoe	68,900

Operating Capital and Projects	Tentative Budget
Unit 546 - 2011 Tahoe PPV; Replace with PPV Tahoe	61,300
Unit 551-2011 Crown Vic-K9; Replace with PPV Tahoe K9	72,500
Unit 553-2011 Crown Vic; Replace with PPV Tahoe	68,900
Unit 556-2011 Crown Vic. Replace with PPV Tahoe	68,900
Unit 560-2011 Crown Vic; Replace with PPV Tahoe	68,900
Unit 561-2011 Crown Vic; Replace with PPV Tahoe	68,900
Unit 562-2011 Crown Vic; Replace with PPV Tahoe	68,900
Unit 563-2011 Crown Vic; Replace with PPV Tahoe	68,900
Unit 575-2013 Chevy Caprice; Replace with Durango Pursuit	65,400
Unit 585-2013 Chevy Caprice; Replace with PPV Tahoe	68,900
Unit 588-2007 Infiniti M35 Sedan; Replace with van	48,500
Unit 120-2006 Toyota Camry; Replace with equivalent or SUV	33,500
Unit 8804-2009 Kubota RTV; Replace with Equivalent	15,500
Total for Vehicle Replacements	$916,800
Grand Total	**$ 2,544,677**

***** *Vehicle Replacements reflect the use of replacement dollars set aside in previous fiscal years and reflect the organization's commitment in ensuring employees have safe and reliable vehicles and equipment needed to provide a high level of service. Some vehicle replacements may be necessary early in the fiscal year but most replacements will be ordered based on economic conditions.*

Capital Projects

A complete list of the Town's five year Capital Improvement Plan is included in a different section of this document.

The following projects and initiatives, being funded in part or in whole by the General Fund, are being considered in the 2020-2021 fiscal year budget process and are currently factored in when calculating the estimated ending fund balance for fiscal year 2020-2021. It should be noted that new project requests amounting to $1.750 million were deferred to future periods due to the financial uncertainty caused by the pandemic.

Project	Description	Tentative Budget
Downtown Visitor Center	Funding to remodel building in preparation to lease to Chamber of Commerce	483,161
MMC Court's Remodel Addition*	Funding to add Jury Court room to address space and legal confidentiality issues	138,764
El Rio CMID Connection**	Funding to provide a water connection to El Rio Preserve	62,000
MMC Building A Waterproofing and Drainage Improvements	Funding to address water related damage to MMC Building A	126,125
Total for General Fund		$810,050

**Additional funding of $400,000 is budgeted for the MMC Court's remodel addition project from the Court's Local Technology Fund.*

*** Funding added based on Council feedback during the Manager's Recommended Budget presentation.*

CARRY FORWARD REQUESTS

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Carry Forward Requests

The following items, present select projects that were requested for carry forward into the fiscal year 2020-2021 budget. The amounts included within this section are projected carry forward, and only reflect the request to expend remaining budget approved in the prior fiscal year. It should be noted that carry forward funding for certain projects was discontinued due to the economic uncertainty caused by the pandemic. Those projects may be considered in the future.

A complete list of the Town's five year Capital Improvement Plan is included in a different section of this document

Carry Forward Requests - Updated	Tentative Budget
Technology Services	
New permitting, code enforcement, business licensing software system	82,500
Total for Technology Services	$82,500
Public Works – Facilities Division	
MOC campus remodel	70,000
Downtown Visitor Center	483,161
MMC Courts remodel addition*	138,764
Total for Public Works – Facilities Division	$691,925
Engineering – CIP Division	
Drainage study	230,145
Total for Engineering – CIP Division	$230,145
Parks and Recreation – Parks Maintenance Division	
Parks Master Plan	71,838
Total for Parks and Recreation – Parks Maintenance Division	$71,838
General Fund Total	*$1,076,408*
Wastewater Operating	
Utility Billing Software	100,000
Total for Wastewater Operating	$100,000

**Additional funding of $400,000 is budgeted for the MMC Court's remodel addition project from the Court's Local Technology Fund.*

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AUTHORIZED PERSONNEL

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TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Town Manager							
Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant to the Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Clerk	1.00	1.00	1.00	-	-	-	-
Assistant to the Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Representative	1.00	1.00	1.00	2.00	-	-	-
Communication and Marketing Division							
Communications Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Communications Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Graphic Designer	1.00	1.00	1.00	1.50	1.50	1.50	1.50
Marketing & Design Associate (Tourism & Marketing)	0.50	0.50	0.50	-	-	-	-
Special Events Division							
Special Events Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Special Events Programmer	-	1.00	1.00	1.00	1.00	1.00	1.00
Total Town Manager Office	**12.50**	**13.50**	**13.50**	**13.50**	**11.50**	**11.50**	**11.50**
Town Clerk							
Town Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Records Clerk	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Total Town Clerk	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Human Resources							
Human Resources Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Sr. Human Resources Analyst	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Human Resources Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Safety Division							
Emergency Management and Safety Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Human Resources	**7.00**	**7.00**	**7.00**	**7.00**	**7.00**	**7.00**	**7.00**
Finance							
Finance Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Finance Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Revenue & Customer Manager	-	-	-	-	1.00	1.00	1.00
Budget Analyst	1.00	1.00	1.00	1.00	1.00	1.00	-
Payroll Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Procurement Officer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Procurement Agent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Grants Manager	-	1.00	1.00	1.00	1.00	1.00	1.00
Senior Accountant	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Accounting Associate	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Budget Analyst	-	-	-	-	-	-	1.00
Accounting Associate	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Tax & License Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Asset Administrator	1.00	-	-	-	1.00	1.00	1.00
Customer Service Representative	-	-	-	-	2.00	2.00	2.00
Total Finance	**12.25**	**12.25**	**12.25**	**12.25**	**16.25**	**16.25**	**16.25**

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Legal Department							
Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Assistant Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Legal Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Legal Document Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Associate Town Attorney	-	-	1.00	1.00	1.00	1.00	1.00
Total Legal Department	**6.50**	**6.50**	**7.50**	**7.50**	**7.50**	**7.50**	**7.50**
Technology Services							
Technology Services Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Manager	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Network Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Network Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Database Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Software Developer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior GIS Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00
GIS Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Analyst	1.00	1.00	1.00	2.00	2.00	2.00	2.00
Technology Support Specialist II	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Technology Support Specialist I	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Business Process Analyst	1.00	1.00	1.00	-	-	-	-
Total Technology Services	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Office of Economic & Tourism Development							
Director of Economic and Tourism Development	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Tourism & Marketing Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Economic Development Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Graphic Designer	-	-	-	0.50	0.50	0.50	0.50
Marketing & Design Associate (Tourism & Marketing)	0.50	0.50	0.50	-	-	-	-
Total Office Economic & Tourism Development	**3.50**	**3.50**	**3.50**	**3.50**	**3.50**	**3.50**	**3.50**
Community & Neighborhood Services							
Community & Neighborhood Services Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Grants & Housing Coordinator	1.00	-	-	-	-	-	-
Community Outreach Coordinator	-	1.00	1.00	1.00	1.00	1.00	1.00
Housing Rehabilitation Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Community Services Specialist	-	-	-	1.00	1.00	-	-
Executive Assistant	-	-	-	-		1.00	1.00
Code Enforcement Division							
Code Enforcement Official	1.00	-	-	-	-	-	-
Chief Code Enforcement & Animal Control Officer	-	1.00	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer II	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer I	-	-	-	-	1.00	1.00	1.00
Animal Services Division							
Animal Control Officer	2.00	3.00	3.00	3.00	3.00	3.00	3.00
Total Community & Neighborhood Services	**8.00**	**8.00**	**8.00**	**9.00**	**10.00**	**10.00**	**10.00**

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Development Services							
Development Services Administration							
Development Services Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Business Process Supervisor	-	-	-	-	-	1.00	1.00
Business Process Analyst	-	1.00	1.00	1.00	1.00	-	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Safety							
Building Safety Director	-	-	-	-	-	-	-
Chief Building Official	-	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Building Official	-	-	-	1.00	1.00	1.00	1.00
Building Safety Manager	1.00	1.00	1.00	-	-	-	-
Chief Building Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Safety Coordinator	1.00	-	-	-	-	-	-
Senior Plans Examiner	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Plans Examiner	1.00	-	-	1.00	1.00	1.00	1.00
Building Inspector II	2.00	3.00	3.00	2.00	2.00	2.00	2.00
Building Inspector I	1.00	1.00	1.00	1.00	1.00	1.00	2.00
Permit Clerk	3.00	3.00	3.00	3.00	3.00	3.00	2.00
Development Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Planning							
Planning Director	1.00	1.00	1.00	-	-	-	-
Environmental Project Manager	1.00	1.00	1.00	-	-	-	-
Principal Planner	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Planner	4.00	4.00	4.00	5.00	5.00	5.00	5.00
Business Process Analyst	1.00	-	-	-	-	-	-
Development Coordinator	1.00	-	-	-	-	-	-
Total Development Services Department	**23.00**	**23.00**	**23.00**	**22.00**	**22.00**	**22.00**	**22.00**

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Engineering							
Town Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Division Manager	1.00	1.00	1.00	-	-	-	-
Civil Engineer	1.00	1.00	1.00	1.00	-	-	-
Environmental Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Specialist	3.00	3.00	3.00	2.00	2.00	2.00	2.00
Engineering Aide	1.00	1.00	1.00	-	-	-	-
Construction Manager	2.00	-	-	-	-	-	-
Construction Inspector	-	-	-	1.00	-	-	-
Development Engineering Division Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Development Coordinator	-	1.00	1.00	1.00	1.00	1.00	1.00
Senior Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capital Improvement Program							
CIP Engineering Division Manager	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Project Manager	1.00	3.00	3.00	3.00	3.00	3.00	3.00
CIP Process Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Construction Inspector	2.00	2.00	2.00	2.00	3.00	3.00	3.00
Right of Way Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Real Property Acquisition Agent	1.00	1.00	1.00	1.00	-	-	-
Project Coordinator - CIP	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Document Clerk	1.00	1.00	1.00	1.00	1.00	-	-
Real Property Clerk	-	-	-	-	-	1.00	1.00
Total Engineering	**24.00**	**24.00**	**24.00**	**22.00**	**20.00**	**20.00**	**20.00**

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Police							
Chief of Police	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Chief of Police	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Captain	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	2.00	2.00	2.00	2.00	2.00	2.00	3.00
Police Sergeant	11.00	11.00	11.00	11.00	11.00	11.00	13.00
Police Officer	71.00	71.00	71.00	71.00	74.00	74.00	66.00
Police Detective	-	-	-	-	-	-	5.00
Police Records Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Telecommunications Manager	-	-	-	1.00	1.00	1.00	1.00
Police Telecommunications Supervisor	2.00	2.00	2.00	1.00	1.00	1.00	1.00
Dispatcher	12.00	12.00	13.00	13.00	13.00	13.00	13.00
Police Records Specialist	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Police Records Clerk	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Crime Scene Property & Evidence Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Property & Evidence Records Clerk	-	-	1.00	1.00	1.00	1.00	1.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Crime Scene Specialist	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Administrative Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Clerk	-	-	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Police Department	**115.00**	**115.00**	**118.00**	**118.00**	**121.00**	**121.00**	**121.00**

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Courts							
Town Magistrate	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Operations Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Probation Monitor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Security Officer	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Court Collections Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Courtroom Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Courtroom Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Clerk	4.00	3.00	3.00	3.00	3.00	3.00	3.00
Senior Court Clerk	-	1.00	1.00	1.00	1.00	1.00	1.00
Total Courts	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**
Public Works							
Public Works Administration							
Public Works Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Deputy Director	-	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Community Response Manager	1.00	-	-	-	-	-	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Fleet Division							
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lead Fleet Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Equipment Mechanic	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Fleet Technician II	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Fleet Technician I	1.00	1.00	1.00	1.00	1.00	1.00	1.00

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Public Works, continued							
Streets Division							
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Technician III	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Technician II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Technician I	-	1.00	1.00	-	1.00	1.00	1.00
Signs & Markings Technician	1.00	-	-	-	-	-	-
Signs & Marking Specialist	-	-	-	1.00	1.00	1.00	1.00
Public Works Supervisor	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Equipment Operator II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Equipment Operator I	2.00	2.00	2.00	2.00	3.00	3.00	3.00
Maintenance Associate II	4.00	3.00	3.00	4.00	4.00	4.00	4.00
Assets Coordinator	-	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Associate III	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Maintenance Associate I	2.00	2.00	2.00	1.00	1.00	1.00	1.00
Engineering Aide	-	-	-	1.00	1.00	1.00	1.00
Engineering Specialist	-	-	-	1.00	1.00	1.00	1.00
Facilities Division							
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Facilities Tradesman	-	1.00	2.00	2.00	2.00	2.00	2.00
Facilities Technician III	1.00	-	-	-	-	-	-
Facilities Technician II	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Facilities Technician I	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Public Works Department	**38.00**	**38.00**	**39.00**	**41.00**	**44.00**	**44.00**	**44.00**
Parks & Recreation							
Admin							
Parks and Recreation Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parks and Recreation Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Superintendent	-	1.00	1.00	1.00	1.00	1.00	1.00
Business Process Manager	-	-	-	-	1.00	1.00	1.00

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Parks & Recreation, continued							
Recreation Division							
Recreation Coordinator	3.00	3.00	1.00	1.00	1.00	-	-
Recreation Supervisor	-	-	-	-	-	1.00	1.00
Recreation Programmer	2.00	2.00	1.00	1.00	1.00	1.00	1.00
Business Services Coordinator	1.00	-	-	-	-	-	-
Recreation Assistant	1.00	-	-	-	-	-	-
Maintenance Division							
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parks Maintenance Supervisor	2.00	2.00	2.00	2.00	3.00	3.00	3.00
Irrigation Control Specialist	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Assets Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Associate III	12.00	11.00	10.00	10.00	10.00	10.00	10.00
Maintenance Associate II	-	-	-	4.00	4.00	4.00	4.00
Maintenance Associate I	-	-	-	5.00	5.00	5.00	5.00
Attendant	10.00	10.00	9.00	-	-	-	-
Aquatics Division							
Recreation Coordinator	-	-	1.00	1.00	1.00		-
Recreation Supervisor	-	-	-	-	-	1.00	1.00
Recreation Programmer	-	-	1.00	1.00	1.00	1.00	1.00
Special Interests Division							
Customer Service Representative	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Recreation Coordinator	1.00	1.00	1.00	1.00	1.00	-	-
Recreation Supervisor	-	-	-	-	-	1.00	1.00
Recreation Programmer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Outdoor Division							
Recreation Coordinator	-	-	1.00	1.00	1.00	-	-
Recreation Supervisor	-	-	-	-	-	1.00	1.00
Maintenance Associate III	-	-	1.00	1.00	1.00	1.00	1.00
Maintenance Associate I	-	-	1.00	1.00	1.00	1.00	1.00
Total Parks Department	**41.00**	**40.00**	**40.00**	**40.00**	**42.00**	**42.00**	**42.00**

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Water Department							
Water Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Business Services Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Distribution Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Production Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Resource Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Quality Supervisor	-	-	-	-	-	-	1.00
Water Quality Specialist	-	-	-	1.00	1.00	1.00	-
Water Quality Technician	1.00	1.00	1.00	-	2.00	2.00	2.00
Water Construction Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Electician	-	-	-	-	-	-	1.00
Water Mechanic	1.00	1.00	-	-	-	-	-
Water Operator III	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Water Operator II	7.00	6.00	6.00	6.00	6.00	6.00	7.00
Water Operator I	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Civil Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Billing Specialist	2.00	2.00	2.20	2.20	2.60	2.60	2.60
SCADA Administrator	-	1.00	1.00	1.00	1.00	1.00	1.00
Water Technology Coordinator	1.00	-	-	-	-	-	-
Water Technology Support Specialist II	-	-	1.00	1.00	1.00	1.00	1.00
Assets Coordinator	-	-	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Operations Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Water Department	**24.00**	**24.00**	**25.20**	**25.20**	**27.60**	**27.60**	**29.60**

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2020 - 2021

	2018 Adopted	2018 Actual	2019 Adopted	2019 Actual	2020 Adopted	2020 Estimated	2021 Budget
Waste Water Department							
Water Reclamation Operations Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Chief Water Reclamation Operator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Reclamation Operator II	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Water Reclamation Operator I	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Reclamation Mechanic	-	-	1.00	1.00	1.00	1.00	1.00
Associate Water Reclamation Mechanic	-	-	1.00	1.00	1.00	1.00	1.00
Total Waste Water Department	**5.00**	**5.00**	**7.00**	**7.00**	**7.00**	**7.00**	**7.00**
Airport Operations							
Airport Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Airport Operations Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Associate III	-	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Associate	1.00	-	-	-	-	-	-
Total Airport Operations	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**
TOTAL TOWN AUTHORIZED POSITIONS	**355.75**	**355.75**	**363.95**	**363.95**	**375.35**	**375.35**	**377.35**

AUDITOR GENERAL SCHEDULES



OFFICIAL BUDGET FORMS

TOWN OF MARANA

Fiscal Year 2021

TOWN OF MARANA

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Fiscal Year 2021

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TOWN OF MARANA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2021

Fiscal Year		Sch		FUNDS							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2020	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	51,751,547	10,935,733	13,027,249	23,101,756	0	39,915,310	5,049,200	143,780,795
2020	Actual Expenditures/Expenses**	E	2	42,075,312	7,018,733	12,755,113	7,218,101	0	21,376,874	3,667,883	94,112,016
2021	Fund Balance/Net Position at July 1***		3	42,997,597	11,751,653	5,962,439	29,144,231	0	12,337,835	1,363,273	103,557,028
2021	Primary Property Tax Levy	B	4	0							0
2021	Secondary Property Tax Levy	B	5			1,227,628	160,237				1,387,865
2021	Estimated Revenues Other than Property Taxes	C	6	44,636,390	13,153,748	2,426,457	10,108,478	0	16,410,926	4,711,332	91,447,331
2021	Other Financing Sources	D	7	0	0	6,050,000	0	0	9,344,000	0	15,394,000
2021	Other Financing (Uses)	D	8	0	0	0	0	0	0	0	0
2021	Interfund Transfers In	D	9	5,628,966	100,000	5,986,941	0	0	3,160,279	0	14,876,186
2021	Interfund Transfers (Out)	D	10	4,514,884	5,628,966	0	1,685,889	0	3,046,447	0	14,876,186
2021	Reduction for Amounts Not Available:		11								
LESS:	Amounts for Future Debt Retirement:										0
	Future Capital Projects										0
	Maintained Fund Balance for Financial Stability										0
											0
											0
2021	Total Financial Resources Available		12	88,748,069	19,376,435	21,653,465	37,727,057	0	38,206,593	6,074,605	211,786,224
2021	Budgeted Expenditures/Expenses	E	13	53,710,549	15,082,178	15,666,101	30,302,945	0	29,786,160	4,711,332	149,259,265

	EXPENDITURE LIMITATION COMPARISON	2020	2021
1	Budgeted expenditures/expenses	$ 143,780,795	$ 149,259,265
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	143,780,795	149,259,265
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 143,780,795	$ 149,259,265
6	EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF MARANA
Tax Levy and Tax Rate Information
Fiscal Year 2021

		2020	2021
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2.	Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3.	Property tax levy amounts		
A.	Primary property taxes	$	$
B.	Secondary property taxes	1,182,845	1,432,967
C.	Total property tax levy amounts	$ 1,182,845	$ 1,432,967
4.	Property taxes collected*		
A.	Primary property taxes		
(1)	**Current** year's levy	$	
(2)	Prior years' levies		
(3)	Total primary property taxes	$	
B.	Secondary property taxes		
(1)	**Current** year's levy	$ 1,181,780	
(2)	Prior years' levies	1,065	
(3)	Total secondary property taxes	$ 1,182,845	
C.	Total property taxes collected	$ 1,182,845	
5.	Property tax rates		
A.	City/Town tax rate		
(1)	Primary property tax rate		
(2)	Secondary property tax rate	2.8000	2.8000
(3)	Total city/town tax rate	2.8000	2.8000
B.	Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating four special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
GENERAL FUND			
Local taxes			
Sales taxes	$ 26,910,247	$ 27,544,103	$ 24,389,464
Licenses and permits			
Building and development fees	3,851,200	4,594,647	3,412,300
Business and license fees	160,000	145,444	145,000
Animal license fees	91,500	86,848	91,500
Franchise fees	495,000	517,249	495,000
Host fees	283,312	307,445	283,312
Intergovernmental			
State shared sales taxes	4,707,099	4,703,115	4,444,645
Urban revenue sharing	5,928,567	6,078,686	7,007,072
Auto lieu	2,204,473	1,965,081	1,984,026
Other			
Charges for services			
Charges for services	494,750	494,326	563,000
Fines and forfeits			
Court fines and fees	402,000	482,091	408,500
Interest on investments			
Interest	777,000	1,080,281	610,000
In-lieu property taxes			
Contributions			
Voluntary contributions	209,600	115,309	188,100
Miscellaneous			
Other miscellaneous	673,919	702,428	614,471
Total General Fund	$ 47,188,667	$ 48,817,053	$ 44,636,390

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
SPECIAL REVENUE FUNDS			
Community development block grants	$ 150,000	$ 33,455	$ 180,000
Affordable housing revolving	10,000	10,730	10,000
Other grants and contributions	3,384,974	1,032,999	8,472,612
RICO	37,500	33,561	37,500
	$ 3,582,474	$ 1,110,745	$ 8,700,112
Impound	$ 8,000	$ 15,000	$ 10,000
Bed tax	1,227,600	1,126,429	1,104,840
Emergency telecommunications	49,200	49,200	
Local JCEF	8,000	8,333	8,000
	$ 1,292,800	$ 1,198,962	$ 1,122,840
Fill the GAP	$ 4,500	$ 3,001	$ 4,500
Local technology enhancement	45,000	44,243	45,000
Highway user revenue	3,655,329	3,542,030	3,281,296
	$ 3,704,829	$ 3,589,274	$ 3,330,796
Total Special Revenue Funds	$ 8,580,103	$ 5,898,981	$ 13,153,748

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS			
Tangerine farms road improvement district	$ 2,873,670	$ 2,048,936	$ 2,208,220
Gladden farms CFD debt	29,149		212,000
Gladden farms II CFD debt	4,031	457	5,360
Saguaro springs CFD debt			877
	$ 2,906,850	$ 2,049,393	$ 2,426,457
Total Debt Service Funds	$ 2,906,850	$ 2,049,393	$ 2,426,457

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
CAPITAL PROJECTS FUNDS			
Transportation	$ 5,421,050	$ 7,779,390	$ 5,800,000
Impact fee funds	2,186,196	2,359,734	1,767,304
Other capital projects	937,587	336,995	2,238,312
	$ 8,544,833	$ 10,476,119	$ 9,805,616
Downtown reinvestment	$ 234,000	$ 218,504	$ 228,500
Regional transportation authority	35,000	16,954	
Pima association of governments	75,000	22,263	48,112
	$ 344,000	$ 257,721	$ 276,612
Vanderbilt farms CFD capital	$ 27,500	$	$ 26,250
	$ 27,500	$	$ 26,250
Total Capital Projects Funds	$ 8,916,333	$ 10,733,840	$ 10,108,478

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

PERMANENT FUNDS			
	$	$	$
	$	$	$
Total Permanent Funds	$	$	$
ENTERPRISE FUNDS			
Water utility	$ 9,116,785	$ 9,847,339	$ 8,828,189
Airport	6,730,663	2,024,104	3,781,033
Wastewater utility	3,199,548	3,727,594	3,801,704
	$ 19,046,996	$ 15,599,037	$ 16,410,926
Total Enterprise Funds	$ 19,046,996	$ 15,599,037	$ 16,410,926

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
INTERNAL SERVICE FUNDS			
Health benefits	$ 4,712,720	$ 4,249,783	$ 4,414,173
Dental benefits	336,480	331,924	297,159
	$ 5,049,200	$ 4,581,707	$ 4,711,332
Total Internal Service Funds	$ 5,049,200	$ 4,581,707	$ 4,711,332
TOTAL ALL FUNDS	$ 91,688,149	$ 87,680,011	$ 91,447,331

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal Year 2021

FUND	OTHER FINANCING 2021 SOURCES	OTHER FINANCING 2021 (USES)	INTERFUND TRANSFERS 2021 IN	INTERFUND TRANSFERS 2021 (OUT)
GENERAL FUND				
Other grants and contributions	$	$	$ 5,628,966	$ 100,000
2013 debt service				1,256,350
2014 debt service				801,941
2017 debt service				441,271
Airport				1,590,177
Water utility				325,145
Total General Fund	$	$	$ 5,628,966	$ 4,514,884
SPECIAL REVENUE FUNDS				
Other grants and contributions	$	$	$ 100,000	$ 5,628,966
Total Special Revenue Funds	$	$	$ 100,000	$ 5,628,966
DEBT SERVICE FUNDS				
2013 debt service	$	$	$ 3,063,500	$
2014 debt service			801,941	
2017 debt service			2,121,500	
Saguaro springs CFD debt service	1,750,000			
Gladden Farms CFD debt service	4,300,000			
Total Debt Service Funds	$ 6,050,000	$	$ 5,986,941	$
CAPITAL PROJECTS FUNDS				
Transportation	$	$	$	$ 693,731
Impact fees				986,498
Vanderbilt CFD				5,660
Total Capital Projects Funds	$	$	$	$ 1,685,889
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Airport	$	$	$ 325,145	$
Water utility	8,157,435		1,812,404	1,530,337
Wastewater utility	1,186,565		1,022,730	1,516,110
Total Enterprise Funds	$ 9,344,000	$	$ 3,160,279	$ 3,046,447
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
TOTAL ALL FUNDS	$ 15,394,000	$	$ 14,876,186	$ 14,876,186

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2021

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
GENERAL FUND				
Non-departmental	$ 2,074,932	$	$ 2,016,866	$ 3,021,843
Mayor and council	349,616		334,891	350,244
Town manager	1,870,089		1,604,838	1,466,235
Town clerk	534,528		449,802	497,112
Human resources	1,142,205		836,855	850,605
Finance	1,522,424		1,313,973	1,458,785
Legal	1,043,625		1,023,520	994,826
Technology services	3,006,286		2,945,992	3,040,575
Economic development and tourism	287,827		233,301	238,458
Development services	2,254,562		2,000,831	1,945,087
Engineering	2,585,051		2,287,853	2,255,403
Police	14,406,429		14,385,206	14,123,519
Courts	1,156,666		1,004,290	1,102,740
Public works	4,947,120		4,434,915	4,059,896
Parks and recreation	4,861,855		3,975,270	4,575,118
Community development	1,164,152		1,059,146	1,086,998
Capital outlay	3,544,180		2,167,763	2,043,105
Contingency	5,000,000			10,600,000
Total General Fund	$ 51,751,547	$	$ 42,075,312	$ 53,710,549
SPECIAL REVENUE FUNDS				
Highway user revenue	$ 5,106,881	$	$ 4,785,608	$ 4,067,455
Revolving affordable housing	93,206		66,680	124,657
Local JCEF	166,000		41,006	90,000
Fill the GAP	34,500			34,500
Local technology	430,000		46,050	488,000
Community development block gran	150,000		31,779	180,000
Bed tax	1,227,600		884,167	1,104,840
Other grants and contributions	3,546,846		1,032,999	8,572,612
RICO	79,500		59,768	337,580
Impound fees	30,200		11,676	82,534
Emergency telecommunications	71,000		59,000	
Total Special Revenue Funds	$ 10,935,733	$	$ 7,018,733	$ 15,082,178
DEBT SERVICE FUNDS				
Series 2013 debt	$ 3,042,113	$	$ 3,042,113	$ 3,034,400
Series 2014 debt	792,346		792,346	791,815
Series 2017 debt	2,098,900		2,098,900	2,091,200
Tangerine farms ID debt	3,775,170		2,804,517	2,208,220
Gladden farms CFD debt	532,313		528,513	5,263,200
Saguaro springs CFD debt	1,524,650		2,258,639	2,222,722
Gladden farms II CFD debt	1,261,757		1,230,085	54,544
Total Debt Service Funds	$ 13,027,249	$	$ 12,755,113	$ 15,666,101

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2021

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
CAPITAL PROJECTS FUNDS				
Transportation	$ 16,434,682	$	$ 5,582,781	$ 20,880,898
One-half percent sales tax	200,000			
Impact fee funds	1,178,491		423,006	3,069,571
Other capital projects	3,844,812		1,154,860	4,578,767
Downtown reinvestment	474,125			793,595
Pima association of governments	75,000		29,193	48,112
Regional transportation authority	44,996		19,069	
Gladden farms CFD	678,500		3,441	678,500
Gladden farms II CFD	3,550		1,489	5,902
Saguaro springs CFD	139,500		2,737	219,500
Vanderbilt farms CFD	28,100		1,525	28,100
Total Capital Projects Funds	$ 23,101,756	$	$ 7,218,101	$ 30,302,945
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water utility	$ 27,641,423	$	$ 14,584,780	$ 21,217,580
Airport	7,541,343		2,702,861	4,106,178
Wastewater utility	4,732,544		4,089,233	4,462,402
Total Enterprise Funds	$ 39,915,310	$	$ 21,376,874	$ 29,786,160
INTERNAL SERVICE FUNDS				
Health benefits	$ 4,712,720	$	$ 3,447,920	$ 4,414,173
Dental benefits	336,480		219,963	297,159
Total Internal Service Funds	$ 5,049,200	$	$ 3,667,883	$ 4,711,332
TOTAL ALL FUNDS	$ 143,780,795	$	$ 94,112,016	$ 149,259,265

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Expenditures/Expenses by Department
Fiscal Year 2021

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
Economic development and tourism				
General fund	$ 287,827	$	$ 233,301	$ 238,458
Bed tax fund	314,808		252,284	349,344
Department Total	$ 602,635	$	$ 485,585	$ 587,802
List Department: Police				
General Fund	$ 14,406,429	$	$ 14,385,206	$ 14,123,519
Grants and contributions	1,121,846		936,126	1,147,612
RICO	79,500		59,768	337,580
Impound fees	30,200		11,676	82,534
Emergency telecommunications	71,000		59,000	
Department Total	$ 15,708,975	$	$ 15,451,776	$ 15,691,245
List Department: Court				
General Fund	$ 1,156,666	$	$ 1,004,290	$ 1,102,740
Local JCEF	166,000		41,006	90,000
Fill the GAP	34,500			34,500
Local tech enhancement	430,000		46,050	488,000
Department Total	$ 1,787,166	$	$ 1,091,346	$ 1,715,240
List Department: Public works				
General Fund	$ 4,947,120	$	$ 4,434,915	$ 4,059,896
Highway user revenue fund	5,106,881		4,785,608	4,067,455
Department Total	$ 10,054,001	$	$ 9,220,523	$ 8,127,351
List Department: Community development				
General Fund	$ 1,164,152	$	$ 1,059,146	$ 1,086,998
CDBG	150,000		66,680	180,000
Revolving affordable housing	93,206		31,779	124,657
Department Total	$ 1,407,358	$	$ 1,157,605	$ 1,391,655

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Full-Time Employees and Personnel Compensation
Fiscal Year 2021

FUND	Full-Time Equivalent (FTE) 2021	Employee Salaries and Hourly Costs 2021	Retirement Costs 2021	Healthcare Costs 2021	Other Benefit Costs 2021	Total Estimated Personnel Compensation 2021
GENERAL FUND	336.75	$ 20,534,237	$ 3,720,756	$ 4,116,850	$ 1,972,693	$ 30,344,536
SPECIAL REVENUE FUNDS						
Bed tax	1.00	$ 98,013	$ 11,802	$ 20,253	$ 7,639	$ 137,707
Total Special Revenue Funds	1.00	$ 98,013	$ 11,802	$ 20,253	$ 7,639	$ 137,707
ENTERPRISE FUNDS						
Water utility	29.60	$ 1,625,821	$ 201,752	$ 306,353	$ 153,542	$ 2,287,468
Airport	3.00	202,845	24,291	39,860	23,667	290,663
Wastewater utility	7.00	398,190	46,500	101,819	36,797	583,306
Total Enterprise Funds	39.60	$ 2,226,856	$ 272,543	$ 448,032	$ 214,006	$ 3,161,437
TOTAL ALL FUNDS	377.35	$ 22,859,106	$ 4,005,101	$ 4,585,135	$ 2,194,338	$ 33,643,680

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MARANA AZ

Fiscal Year 2020-2021 Tentative Budget

MARANA AZ



FY2021 TENTATIVE BUDGET

- Tentative Budget brings forward operating funds presented at Manager's Recommended Budget and adds:
  - Special Revenue Funds
  - Capital Projects Funds (including impact fees)
  - Debt Service Funds
  - Internal Service Funds

- If approved, Tentative Budget establishes the overall expenditure limitation (Home Rule)

FY 2021

FY2021 TENTATIVE BUDGET

- The Tentative Budget is presented on the required Auditor General Forms
  - Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses
  - Schedule B—Tax Levy and Tax Rate Information
  - Schedule C—Revenues Other Than Property Taxes
  - Schedule D—Other Financing Sources/<Uses> and Interfund Transfers
  - Schedule E—Expenditures/Expenses by Fund
  - Schedule F—Expenditures/Expenses by Department (as applicable)
  - Schedule G—Full-Time Employees and Personnel Compensation

MEASURES TO BALANCE BUDGET

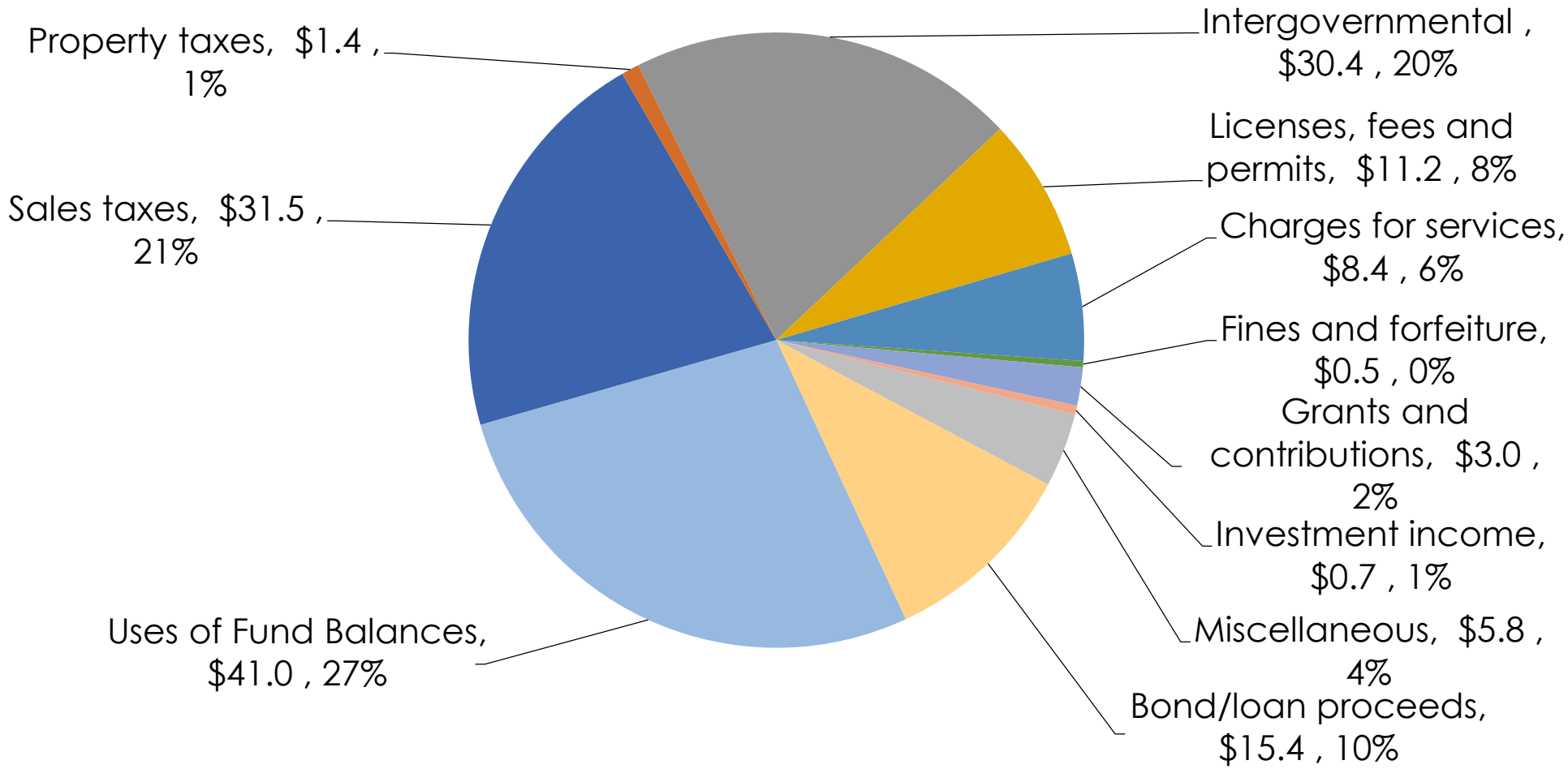
- Operating budget reductions
- Deferral of one-time projects and equipment purchases
- Salary savings through hiring freezes and delays
- No compensation adjustments
- New positions – 2 for Water utility based on new rate structure
- Use of restricted budget capacity

FY2021 TENTATIVE BUDGET

Primary Entity	2020 Tentative	2021 Adopted	Dollar Change	Percentage Change
General Fund	$51,751,547	$53,710,549	$1,959,002	3.8%
Special Revenue Funds	10,935,733	15,082,178	4,146,445	37.9%
Capital Projects Funds	22,252,106	29,370,943	7,118,837	32.0%
Debt Service Funds	5,933,359	5,917,415	-15,944	-0.3%
Enterprise Funds	39,915,310	29,786,160	-10,129,150	-25.4%
Internal Service Funds	5,049,200	4,711,332	-337,868	-6.7%
Primary entity	135,837,255	138,578,577	2,741,322	2.0%
Component Units				
Special Districts	7,943,540	10,680,688	2,737,148	34.5%
Total	$143,780,795	$149,259,265	$5,478,470	3.8%

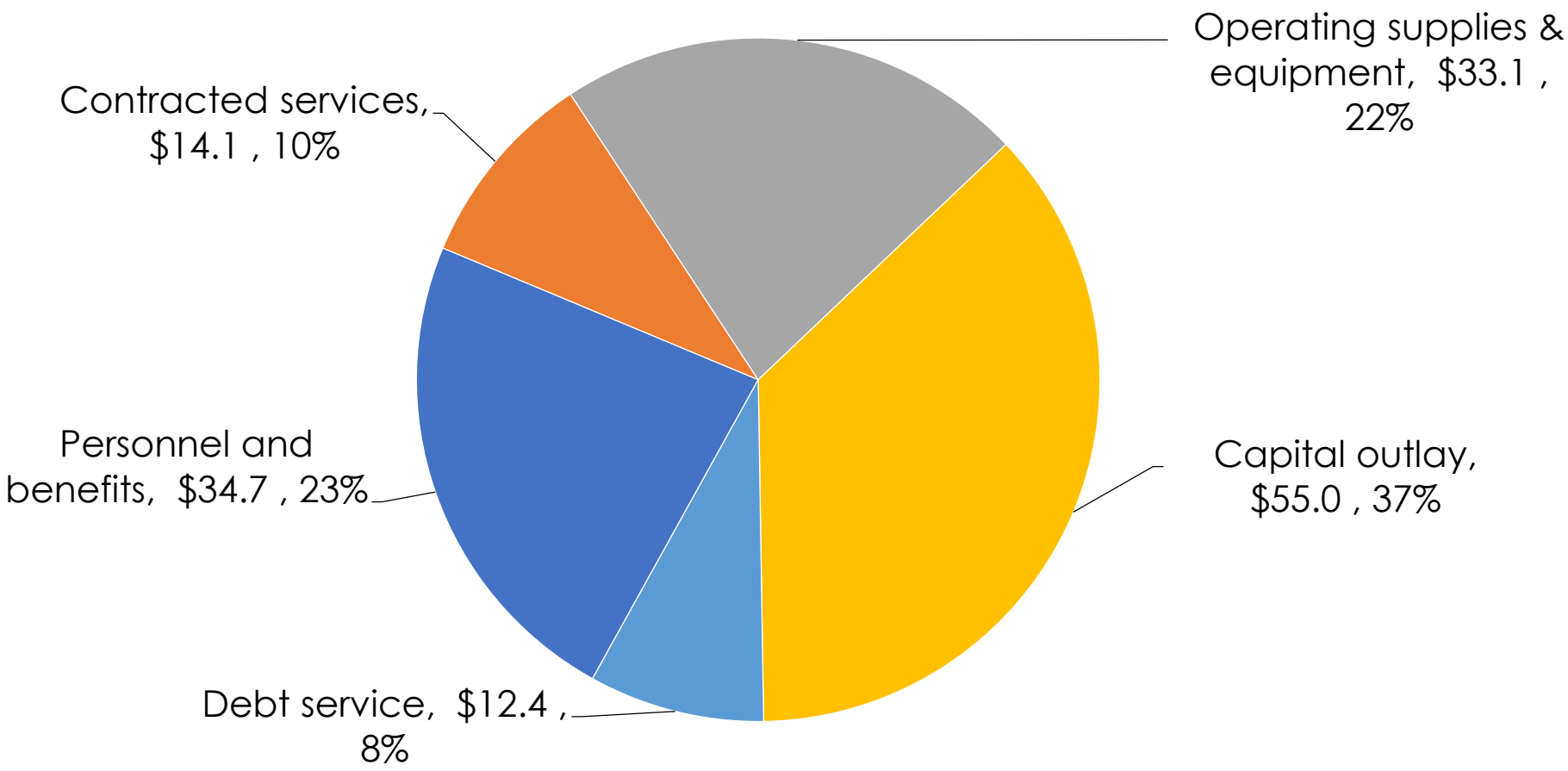
FY2021 REVENUES/SOURCES

TENTATIVE REVENUES/SOURCES - $149.3M



FY2021 EXPENDITURES/USES

TENTATIVE EXPENDITURES/USES - $149.3M



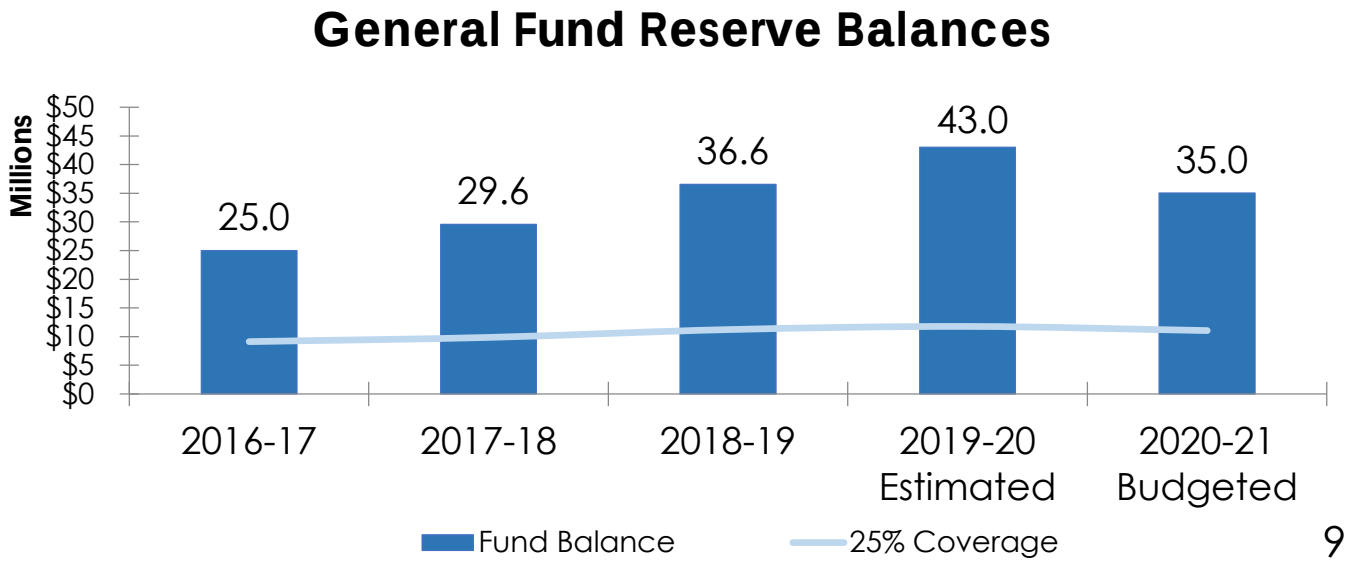
GENERAL FUND BUDGET SUMMARY

Category	FY2021 Recommended	FY2021 Tentative	$ Change	% Change
Revenue	$ 44,248,402	$44,636,390	$ 387,988	0.9%
Expenditures	42,678,805	53,710,549	11,031,744	25.8%
Transfers In	-	5,628,966	5,628,966	100.0%
Transfers Out	3,789,685	4,514,884	725,199	19.1%
Change in fund balance	$ (2,220,088)	$ (7,960,077)	$ (5,739,989)	258.5%

- Revenues – State Shared and Urban Revenue updated
- Expenditures – $10.6 million contingency, CIP project carry forward adjustments, etc.
- Transfers in – AZCares
- Transfers out - $700K NWRRDS funding, $25,200 additional Airport funding

FY2021 GENERAL FUND RESERVES

- Structurally balanced budget
- Provides flexibility
- Makes one-time investments in key projects
- $35M estimated ending reserve
  - Provide adequate cash balances
  - Capacity for major projects
  - Maintain bond ratings
  - Internal Service Funds



SUMMARY

- Established the overall expenditure limitation for FY2021 at $149.3 million
- Expenditure authority may only be reallocated or reduced
- Budget reflects the careful allocation of available resources
- Maintains services to residents
- Invests in key areas
- Provides flexibility
- Public hearing for final budget adoption on July 21, 2020



THANK YOU

MARANA AZ