



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 16, 2022, at or after 6:00 PM

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

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on August 16, 2022, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

Meeting Times

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

Speaking at Meetings

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

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

Accessibility

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

Agendas

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

future agenda.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

- C1 Resolution No. 2022-081: Relating to the Marana Regional Airport; approving and authorizing the Mayor to sign the Land/Facility Use Agreement Amendment No. 1 between the Town of Marana and the Arizona Department of Forestry and Fire Management in order to correct a scrivener's error in the original agreement (David Udall)
- C2 Resolution No. 2022-082: Relating to Budget; approving the transfer of up to: \$615,000 in budgeted expenditure authority from the General Fund contingency line item to the Police department budget for officer-related costs; \$105,000 from the Development Services department budget to the Town Manager department budget for the Town's master transportation study; and \$192,369 from the Finance department budget to the Human Resources department budget for re-organization of payroll-related functions, in the fiscal year 2022-2023 budget (Yiannis Kalaitzidis)
- C3 Resolution No. 2022-083: Relating to Development; approving a release of assurances for Tortolita Ridge Lots 1 through 32 and accepting public improvements for maintenance (Jason Angell)
- C4 Resolution No. 2022-084: Relating to Economic Development; designating the Town of Marana as the official Destination Marketing Organization (DMO) for the Town for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT) (Curt Woody)

- C5 Resolution No. 2022-085: Relating to Personnel; approving and adopting an amendment to the Town's Personnel Policies and Procedures, revising Chapter 6 – Performance Management and Employee Development, Section 6-2-6 “Application and Reimbursement Procedures” (Curry C. Hale)
- C6 Resolution No. 2022-086: Relating to the Police Department; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson (COT) and the Town of Marana to receive funding under COT Grant Number HT-22-2930 (Yiannis Kalaitzidis)
- C7 Resolution No. 2022-087: Relating to Utilities; approving and authorizing the submission of an application for funds from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund the construction of the Twin Peaks Interconnect project and the design and construction of the Picture Rocks Interconnect project and authorization to incur debt (Jing Luo)
- C8 Approval of the Council Regular Meeting Summary Minutes of August 3, 2022 (David Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 Ordinance No. 2022.012: Relating to Utilities; amending Town Code Title 14 (Utilities) by adding new Chapter 14-11 (Non-Potable Water Service Within Cortaro-Marana Irrigation District Boundaries) (Jing Luo)
- A2 Resolution No. 2022-088: Relating to Water; approving and authorizing the Mayor to execute the First Amendment to Intergovernmental Agreement between the Cortaro-Marana Irrigation District and the Town of Marana relating to the ownership and operation of the non-potable water system in north Marana (Jane Fairall)
- A3 Resolution No. 2022-089: Relating to Elections; declaring and adopting the results of the Town of Marana primary election held on August 2, 2022 (David Udall)

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-Regular Meeting

C1

Meeting Date: 08/16/2022

To: Mayor and Council

From: David Udall, Interim Town Clerk

Date: August 16, 2022

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2022-081: Relating to the Marana Regional Airport; approving and authorizing the Mayor to sign the Land/Facility Use Agreement Amendment No. 1 between the Town of Marana and the Arizona Department of Forestry and Fire Management in order to correct a scrivener's error in the original agreement (David Udall)

Discussion:

In April 2022, by Resolution No. 2022-034, the Marana Town Council authorized the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Marana Regional Airport as an air tanker base for fire suppression activities during fire season.

Town staff recently discovered a scrivener's error in the agreement. The language establishing the agreement's term currently states that the agreement will remain in effect for three years, but it then specifically outlines a one-year term. The intent of the parties was to enter into an agreement for one year.

If approved, this Land/Facility Use Agreement Amendment No. 1, attached as Exhibit A to the resolution accompanying this agenda item, will modify the original agreement to ensure that the term of the agreement is clear and in accordance with the intent of the parties.

Staff Recommendation:

Staff recommends approval of the amendment.

Suggested Motion:

I move to adopt Resolution No. 2022-081, approving and authorizing the Mayor to sign the Land/Facility Use Agreement Amendment No. 1 between the Town of Marana and the Arizona Department of Forestry and Fire Management in order to correct a scrivener's error in the original agreement.

Attachments

Resolution No. 20220-81
Exhibit A to Resolution
Original Agreement

MARANA RESOLUTION NO. 2022-081

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE LAND/FACILITY USE AGREEMENT AMENDMENT NO. 1 BETWEEN THE TOWN OF MARANA AND THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT IN ORDER TO CORRECT A SCRIVENER'S ERROR IN THE ORIGINAL AGREEMENT

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

WHEREAS by Marana Resolution No. 2022-034, the Town Council authorized the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management to allow the use of property at the Marana Regional Airport as an air tanker base for fire suppression activities in Southern Arizona during fire season; and

WHEREAS Town staff recently discovered a scrivener's error related to the term of the agreement; and

WHEREAS the Town Council finds it is in the best interests of the Town and its citizens to enter into the Land/Facility Use Agreement Amendment No. 1 in order to correct the error.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: The Land/Facility Use Agreement Amendment No. 1 between the Town of Marana and the Arizona Department of Forestry and Fire Management, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of August, 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Interim Town Clerk

Jane Fairall, Town Attorney

ARIZONA DEPARTMENT OF FORESTRY AND FIRE
MANAGEMENT

LAND/FACILITY USE AGREEMENT AMENDMENT NO. 1

THIS LAND/FACILITY USE AGREEMENT AMENDMENT NO. 1 (this "Amendment No. 1") is made and entered into by and between the Town of Marana (the "Owner"), as owner of the property described in the Land/Facility Use Agreement effective on April 20, 2022 (the "Agreement"), and the Arizona Department of Forestry and Fire Management (the "State"). The Owner and the State are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. On April 19, 2022, by Marana Resolution No. 2022-034, the Marana Town Council authorized the Mayor to sign the Agreement between the Owner and the State.

B. Due to a scrivener's error, the language establishing the term of the Agreement stated the Agreement would remain in effect for three years, but then specifically outlined a one-year term.

C. The intent of the parties was to enter into an agreement for one year.

D. The Parties now desire to modify the Agreement pursuant to Article 12 of the Agreement, which requires any changes to be in writing and signed by both Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Amendment No. 1, the Parties hereby agree to the following:

1. Term. Article 2 of the Agreement is amended as follows (with additions denoted by double underling and deletions denoted by ~~strikeouts~~):
 2. **TERM:** This Agreement shall remain in effect for ~~three years~~one year, from April 24, 2022 through April 23, 2023, unless it is terminated sooner pursuant to the terms of this Agreement.
2. Other Terms and Provisions. All other terms and provisions of the Agreement not specifically changed by this Amendment No. 1 shall

remain in effect and be binding upon the Parties as provided for in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the last party's signature date below.

The "Owner":

THE TOWN OF MARANA,
an Arizona municipal corporation

Ed Honea
Mayor

Date

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

The "State":

ARIZONA DEPARTMENT OF FORESTRY
AND FIRE MANAGEMENT, an Arizona
state agency

By: 

Its: Asst. State Aviation Officer

7/10/2022

Date

ARIZONA DEPARTMENT OF FORESTRY AND FIRE
MANAGEMENT

LAND/FACILITY USE AGREEMENT

Agreement #: _____

Resource Order #: _____

The Town of Marana, as owner of the property described herein (the "Owner"), agrees to furnish the described land or facilities (the "Property") to the Arizona Department of Forestry and Fire Management (the "State") for use as a single engine air tanker base for fire suppression activities (the "Base") pursuant to the terms and conditions set forth in this Land/Facility Use Agreement (the "Agreement").

1. **DESCRIPTION OF PROPERTY/FACILITIES:** The Property is described as follows: that certain real property at the Marana Regional Airport, located at 11700 W. Avra Valley Road, Marana, Arizona, consisting of an approximately 19,250 square foot pad (175 feet x 110 feet) for aircraft parking on the southwest portion of the helicopter ramp area, west of Taxiway A. Additionally, aircraft can be parked on the main parking ramp located northwest of the Jet Apron if necessary. An area consisting of approximately 22,500 square feet (150'x150') has been designated for the placement of a 30'x76' office trailer and vehicle parking south of the airport perimeter road. The Property is more particularly shown in the location map attached to and incorporated in this Agreement as Exhibit A.
2. **TERM:** This Agreement shall remain in effect for three years, from April 24, 2022 through April 23, 2023, unless it is terminated sooner pursuant to the terms of this Agreement.
3. **USE:** The State shall use the Property as a single engine air tanker base for fire suppression activities during the fire season. The "fire season" is typically defined as May through July each year, but the State may occupy the Property earlier or later in the year as the State determines is necessary for fire suppression activities. The State shall notify the Town when the State intends to occupy the Property. The allowed uses under this Agreement shall include the use of tie down space for single engine air tankers parked on the Property by the State or the State's contractors for fire suppression activities. Additionally, the State shall be permitted to park trailers or other mobile building structures on the Property for use as office space for personnel operating out of the Base. The State shall also be permitted to station on the

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Property an Air Attack platform (one airplane) for fire reconnaissance and a helicopter for fire support.

- a. Under no circumstances may the State (i) use or permit the use of the Property for any purpose other than for the purposes described in this Agreement, (ii) cause or permit waste of the Property or (iii) adversely affect the Owner's title and rights to the Property, including any water rights or any other rights owned or claimed by the Owner.
 - b. The State shall make no structural or electrical modifications, painting or other alterations to the Property.
4. **TERMINATION:** This Agreement may be terminated by mutual written agreement of the parties or by and at the sole discretion of the Owner. If terminated by the Owner, the Owner shall give the State at least 60 calendar days' written notice of termination, unless the Owner determines that a shorter period of notice is necessary in order to address an imminent health or safety issue.
5. **ENVIRONMENTAL IMPACT:** The State, at its own expense, shall ensure that the State and the State's agents, employees, contractors, and invitees comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting operations on the Property. "Environmental Laws" means any and all laws, rules, regulations, regulatory agency guidance and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water, waste handling and disposal, and land use, including sub-strata land), or with the generation, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment. The State shall be responsible for cleaning up any fire retardant or fuel spills associated with the State's use and occupation of the Property.
6. **INDEMNIFICATION:** The State shall defend, indemnify and hold harmless the Owner, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) arising out of the State's use of the Property or the State's negligent acts or omissions in connection with this Agreement. The indemnification provisions set forth in this Article 6 shall survive termination of this Agreement.

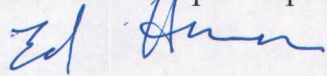
7. **INSURANCE:** The parties understand and agree that the State's contractors are required to provide evidence of insurance to the State pursuant to written contract with the State. The State shall require those contractors who use the Property pursuant to this Agreement to (a) name the Owner as an additional insured in the contractor's insurance policies and (b) provide the Owner with certificates of insurance and additional insured endorsements evidencing the minimum coverages required under the contractors' contracts with the State.
8. **COMPLIANCE WITH LAWS:** In its use and occupation of the Property, the State shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana and all regulations of the Federal Aviation Administration, as they may be amended from time to time.
9. **INSPECTION:** A pre-use and post-use inspection of the property will be conducted and documented by both the Owner and the State to assess possible damage that may occur during occupancy.
10. **RATE:** The Owner agrees to waive any and all Town of Marana rental fees applicable to the State's use of the Property, including any tie down and parking fees listed in the Town of Marana comprehensive fee schedule. The Property is equipped with a fire hydrant and water meter. The State shall transfer water and electric utilities for the Property into the State's name and the State shall be responsible for paying all water and electric utility bills directly to the utility providers during the time the State uses and occupies the Property. In addition, the State, at its own expense, shall clean and restore the Property to pre-use conditions at the end of each fire season.
11. **LOSS, DAMAGE OR DESTRUCTION:** The State assumes liability for the loss, damage, or destruction of the Property or the Owner's equipment on the Property, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault of negligence of the Owner or Owner's agents.
12. **MODIFICATIONS:** Any changes to this Agreement shall be made in writing and signed by both parties.

[SIGNATURE PAGE FOLLOWS]

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

The "Owner":

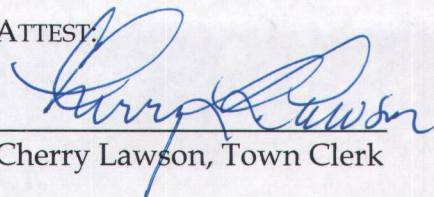
THE TOWN OF MARANA,
an Arizona municipal corporation



Ed Honea
Mayor

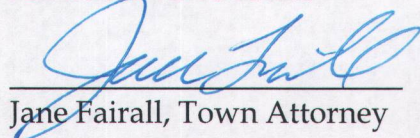
4-20-2022
Date

ATTEST:



Cherry Lawson, Town Clerk

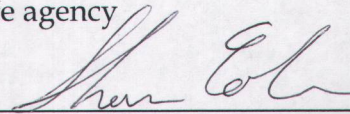
APPROVED AS TO FORM:



Jane Fairall, Town Attorney

The "State":

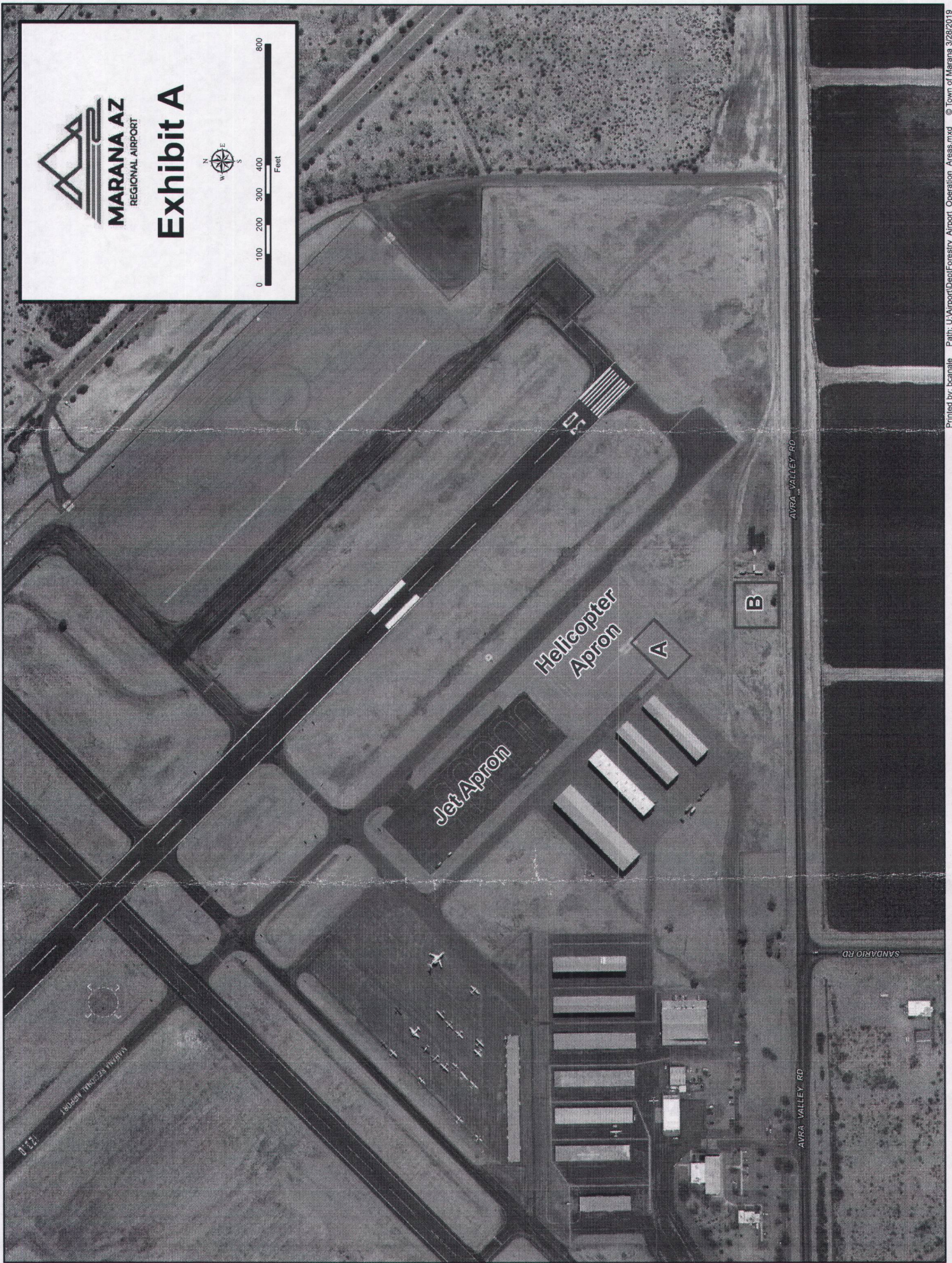
ARIZONA DEPARTMENT OF FORESTRY
AND FIRE MANAGEMENT, an Arizona
state agency

By:  Shawn Coleman

Its: Aviation Support Operations Supervisor
3-22-22
Date



Exhibit A





C2

Council-Regular Meeting

Meeting Date: 08/16/2022

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: August 16, 2022

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2022-082: Relating to Budget; approving the transfer of up to: \$615,000 in budgeted expenditure authority from the General Fund contingency line item to the Police department budget for officer-related costs; \$105,000 from the Development Services department budget to the Town Manager department budget for the Town's master transportation study; and \$192,369 from the Finance department budget to the Human Resources department budget for re-organization of payroll-related functions, in the fiscal year 2022-2023 budget (Yiannis Kalaitzidis)

Discussion:

The budget for fiscal year 2022-2023 was adopted on June 14, 2022, and set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds. Council approval is required for budgetary transfers between General Fund departments, between funds, and for any transfer of contingency, which was set at \$5,000,000 for fiscal year 2022-2023.

The purpose of this item to request a transfer of General Fund contingency to the Police department and transfers of budget capacity from the Development Services department budget to the Town Manager department budget and from the Finance department budget to the Human Resources department budget. The following provides additional detail.

Police Department Cost Increases:

- The Town established salaries for all staff during the budget process. After the

conclusion of the Town's process, neighboring governments established their budgets and corresponding salaries. Based on a review of such salaries, Town staff determined that the Town's rate structure for a number of police job classifications should be adjusted further in order to remain competitive in the local market. These changes were identified and made effective as of 7/2/22 and are expected to result in approximately \$545,000 in new expenditure authority.

- The Town approved a number of new positions for fiscal year 2022-2023. During the budget process, staff underestimated the amount required to outfit new officers by a total amount of \$20,000.
- The Town has experienced a higher degree of turnover as compared to previous years. To remain competitive during the recruitment process, and to be consistent with salaries of existing staff based on years of service and qualifications, it has been necessary to offer new employees salaries that are sometimes above what was budgeted for a vacant position. Town staff expects this trend to continue for recruitment during the rest of the fiscal year. As such, it is recommended that an additional \$50,000 be transferred from the General Fund contingency line item to the Police department budget to facilitate hiring at competitive rates during the recruitment process.

In total, staff recommends transferring \$615,000 from the General Fund contingency line item to the Police department budget.

Transfer from the Development Services Department to the Town Manager's Office:

The adopted budget included funding for a number of studies. The master transportation study, which was budgeted in the Town Manager department for \$320,000, requires up to \$105,000 of additional funding based on a recent qualified solicitation. The adopted budget also included \$300,000 of budget capacity in the Development Services department budget for a master plan, which would likely be used for housing. At this time, the State of Arizona is in the process of compiling a housing study which is scheduled to be released in draft form by the end of the calendar year and approved by the State Legislature sometime in the new calendar year. Staff recommends delaying the Town's proposed study for housing until the release of the housing study from the State. This delay might allow the Town to use certain elements and information from the State study, thereby reducing the Town's scope of work and cost. As such, staff recommends a transfer of up to \$105,000 from the Development Services department budget to the Town Manager department budget for the master transportation study.

Transfer from the Finance Department to the Human Resources Department:

With the addition of the new Human Resources Information System (HRIS) position to the Human Resources department, Town staff determined that moving payroll processing from the Finance department to Human Resources department is beneficial to the Town. As such, the existing Payroll Administrator position and the new Payroll Technician position, along with corresponding payroll and non-payroll related expenses, have been moved to the Human Resources department. To facilitate this reorganization, it is recommended that \$192,369 be transferred from the Finance department budget to the Human Resources department budget. The Finance department will still be involved in payroll functions through various reviews of

payroll reports and the processing of wires, deposits and other payments, thus continuing to provide the necessary segregation of duties over payroll processing.

Financial Impact:

Fiscal Year: 2022-2023

Budgeted Y

Y/N:

Amount: NA

The requested budget adjustments do not increase the overall expenditure amount for the General Fund. The transfers would only re-allocate existing budgetary authority to other department line item budgets.

Staff Recommendation:

Staff recommends approval of the budget transfer from the General Fund contingency line item to the Police department and transfers of budget capacity from the Development Services department budget to the Town Manager department budget and from the Finance department budget to the Human Resources department budget.

Suggested Motion:

I move to adopt Resolution No. 2022-082, approving the transfer of up to: \$615,000 in budgeted expenditure authority from the General Fund contingency line item to the Police department budget for officer-related costs; \$105,000 from the Development Services department budget to the Town Manager department budget for the Town's master transportation study; and \$192,369 from the Finance department budget to the Human Resources department budget for re-organization of payroll-related functions, in the fiscal year 2022-2023 budget.

Attachments

Resolution No. 2022-082

MARANA RESOLUTION NO. 2022-082

RELATING TO BUDGET; APPROVING THE TRANSFER OF UP TO: \$615,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM TO THE POLICE DEPARTMENT BUDGET FOR OFFICER-RELATED COSTS; \$105,000 FROM THE DEVELOPMENT SERVICES DEPARTMENT BUDGET TO THE TOWN MANAGER DEPARTMENT BUDGET FOR THE TOWN'S MASTER TRANSPORTATION STUDY; AND \$192,369 FROM THE FINANCE DEPARTMENT BUDGET TO THE HUMAN RESOURCES DEPARTMENT BUDGET FOR RE-ORGANIZATION OF PAYROLL-RELATED FUNCTIONS, IN THE FISCAL YEAR 2022-2023 BUDGET

WHEREAS on June 14, 2022, the Town Council adopted the fiscal year 2022-2023 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS after staff salaries were established during the budget process, neighboring governments established their corresponding salaries and Town staff determined the Town's rate structure for a number of Police department job classifications should be adjusted to remain competitive in the marketplace; and

WHEREAS during the budget process, staff underestimated the amount required to outfit new positions added to the Police department; and

WHEREAS due to higher turnover in recent years and to remain competitive during the recruitment process for new Police department employees and maintain consistency with existing employees, salaries for new Police department employees are sometimes above what has been budgeted for a vacant position; and

WHEREAS to adjust the budget for the Police department to address existing Police department employees' salaries, to properly outfit Police employees in newly added positions, and to allow competitive salaries for new Police employees, a transfer up to \$615,000 to the Police department budget is required; and

WHEREAS the Town's adopted budget included funding for a master transportation study in the Town Manager department but the solicitation received for the master transportation study requires \$105,000 of additional funding; and

WHEREAS the Development Services department has \$300,000 in budget capacity toward a master plan that it intended to use to address housing; and

WHEREAS Town staff prefer to delay seeking a housing master plan to await a housing study from the State of Arizona which will not be approved by the State Legislature until sometime next year; and

WHEREAS to ensure sufficient funding for a master transportation study in the Town Manager department budget, a transfer of up to \$105,000 to the Town Manager department budget is required; and

WHEREAS with the approval of the new Human Resources Information Systems (HRIS) position in the Human Resources department, Town staff determined the Town would benefit from moving payroll processing from the Finance department to the Human Resources department; and

WHEREAS this reorganization would move the existing Payroll Administrator position and new Payroll Technician position to the Human Resources department; and

WHEREAS to ensure budget capacity for the salaries of the payroll positions and for the corresponding payroll and non-payroll related expenses, a transfer of up to \$192,369 to the Human Resources department budget is required; and

WHEREAS transferring amounts within the fiscal year 2022-2023 budget will not significantly impact the General Fund; and

WHEREAS reallocations of budgetary amounts between General Fund departments are necessary from time to time; and

WHEREAS the Council finds that the reallocations addressed by this resolution are in the best interest of the Town of Marana and its citizens.

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

SECTION 1. The transfer of up to \$615,000 in budgeted expenditure authority from the General Fund contingency line item to the Police department in the fiscal year 2022-2023 budget is hereby approved.

SECTION 2. The transfer of up to \$105,000 in budgeted expenditure authority from the Development Services department to the Town Manager department in the fiscal year 2022-2023 budget is hereby approved.

SECTION 3. The transfer of up to \$192,369 in budgeted expenditure authority from the Finance department to the Human Resources department in the fiscal year 2022-2023 budget is hereby approved.

SECTION 4. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 16th day of August, 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Interim Town Clerk

Jane Fairall, Town Attorney



C3

Council-Regular Meeting

Meeting Date: 08/16/2022

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Dustin Ward, Civil Engineer

Date: August 16, 2022

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2022-083: Relating to Development; approving a release of assurances for Tortolita Ridge Lots 1 through 32 and accepting public improvements for maintenance (Jason Angell)

Discussion:

Tortolita Ridge Lots 1 through 32 is located north of Moore Road and west of Tortolita Road. The final plat was recorded in the Pima County Recorder's Office on January 22, 2022, at Sequence Number 20210220041.

The Town has a third-party trust assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Tortolita Ridge Lots 1 through 32 acceptable to town standards in accordance with the assurance agreement, including public infrastructure consisting of public streets.

If approved, this resolution will release the Tortolita Ridge Lots 1 through 32 assurances and accept the roadways for maintenance.

Staff Recommendation:

Staff recommends approving a release of assurances for Tortolita Ridge Lots 1 through 32 and accepting the public improvements for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2022-083, approving a release of assurances for Tortolita Ridge Lots 1 through 32 and accepting the public infrastructure for maintenance.

Attachments

Resolution No. 2022-083

Location Map

MARANA RESOLUTION NO. 2022-083

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR TORTOLITA RIDGE LOTS 1 THROUGH 32 AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for “Tortolita Ridge, Lots 1 – 32 and Common areas “A” (Open Space/Drainage), “B” (Park), “C” (Natural Undisturbed Open Space)” was recorded in the Pima County Recorder’s Office on January 22, 2021, at Sequence No. 20210220041; and

WHEREAS the Town has a substitute third party trust assurance agreement (the “Assurance Agreement”) with D.R. Horton, Inc. (the “Subdivider”) and Title Security Agency, LLC , under Trust No. 201434-T, recorded in the Pima County Recorder’s office on January 22, 2021 at Sequence No. 20210220042, assuring the completion of public improvements for Tortolita Ridge; and

WHEREAS the Subdivider has completed the public improvements for Tortolita Ridge acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.25 miles of the following paved public streets as shown on the plat of Tortolita Ridge:

- Beacon Hill Drive
- Gladstone Hill Place

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of August, 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Interim Town Clerk

Jane Fairall, Town Attorney

GENERAL NOTES

- ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (PAG SSP), 2015 EDITION, UNLESS NOTED.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS A STRAIGHT LINE BETWEEN A BRASS STEM IN CONCRETE (BRASS CAP MISSING) AT THE EAST 1/4 CORNER OF SECTION 26 AND A G.L.O. BRASS CAP AT THE NORTHEAST CORNER OF SECTION 26 ACCORDING TO THE FOLLOWING SUBDIVISION PLATS: HERITAGE HIGHLANDS VI AT DOVE MOUNTAIN, BOOK 56 AT PAGE 32 OF MAPS AND PLATS, AND HIDDEN SPRINGS, BOOK 61 AT PAGE 25 OF MAPS AND PLAT, RECORDS OF PIMA COUNTY. THE BEARING OF SAID LINE IS N 00°00'22" W.
- THE BASIS OF ELEVATIONS FOR THIS SURVEY IS THE RIM OF A SEWER MANHOLE (EX MH 6674-04) APPROX. 43 FEET NORTH AND 51 FEET EAST OF THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY. THE ELEVATION OF THE RIM OF THIS MANHOLE IS 2755.01 FEET, NAVD88 DATUM. ALL CONTOURS AND ELEVATIONS SHOWN ON THIS SURVEY ARE ON NAVD88 DATUM.
- THE SOURCE OF THIS ELEVATION IS THE CENTERLINE INVERT OF EX MH 6674-04 AND PER THE PLANS TITLED "SPINE SEWER SYSTEM TO SERVE DOVE MOUNTAIN", PIMA COUNTY PLAN NO. G-97-099, SHEET 3 OF 6. THE PLAN CENTERLINE INVERT ELEVATION FOR THIS MANHOLE IS 2744.75 FEET, NAVD29 DATUM. TO CONVERT TO NAVD88 DATUM, 2.23 FEET WAS ADDED TO THIS ELEVATION PER THE LOCAL CONVERSION FACTOR FROM PIMA COUNTY SURVEY RECORDS. THE TRUE NAVD88 ELEVATION OF SAID MANHOLE INVERT IS 2,746.98 FEET AND THE RIM ELEVATION IS 2755.01 FEET.
- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.
- CONTRACTOR SHALL CALL BLUESTAKE (1-800-STAKE-IT) TO VERIFY LOCATION OF UTILITIES TWO FULL WORKING DAYS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
- ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY TOWN ENGINEER PRIOR TO CONSTRUCTION.
- ALL WORK SHALL CONFORM TO "STANDARDS FOR GRADING AND RELATED SITE WORK" TITLE 19 OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
- ALL CONCRETE SHALL COMPLY WITH PAG SSP SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS AND SHALL PROVIDE ASSISTANCE CALLED FOR BY THE ENGINEER OR HIS ASSISTANTS UPON ANY PART OF THE WORK WHENEVER SO REQUESTED.
- THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE ENGINEER. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAIL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE CONSTRUCTION PRICE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
- OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
- UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
- A COPY OF THE APPROVED PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
- IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR AND ACCEPTANCE BY THE TOWN ENGINEER.
- 30 DAYS PRIOR TO DESTRUCTION OR REMOVAL OF CACTUS THE CONTRACTOR SHALL NOTIFY THE ARIZONA DEPARTMENT OF AGRICULTURE AT (520)628-6310.
- REPORTS OF SOILS INVESTIGATION INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAVE BEEN PREPARED BY ALTA ARIZONA, AS FOLLOWS:
PROJECT NO. 190133, "TORTOLITA RIDGE, N TORTOLITA RD and N CHAVEZ RIDGE PL, MARANA, ARIZONA" DATED JUNE 13, 2019.
ALL EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORTS.
- THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS INCLUDING, BUT NOT LIMITED TO, CLEARING, GRUBBING, SUBGRADE PREPARATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL, TOGETHER WITH PLACEMENT AND COMPACTION OF FILL.
- COMPACTION IN ALL FILL AREAS SHALL BE TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D698/AASHTO DESIGNATION T-99, METHOD A. THOSE AREAS TO RECEIVE FILL ARE TO BE SCARIFIED TO A DEPTH AS PER GEOTECH REPORT, BROUGHT TO THE PROPER MOISTURE CONTENT AND COMPACTED TO THE ABOVE DENSITY. THE AREA SOURCE OF FILL MATERIAL SHALL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF WORK. TESTS OF FILL MATERIAL WILL BE DONE AT THE OWNER'S EXPENSE.
- THE DESIGN SPEED FOR ONSITE STREETS IS 25 MPH, UNLESS OTHERWISE NOTED. THE DESIGN VEHICLE IS WB-40.
- AGGREGATE BASE COURSE SHALL CONFORM TO PAG SSP SECTION 303 AND BE COMPACTED TO 100% MAX. DENSITY.

GENERAL NOTES, Continued

- ASPHALTIC CONCRETE SHALL CONFORM WITH PAG SSP SECTION 406, MIX #2. SPECIFICATIONS (SUBDIVISION MIX 4.0%±0.2% AIR VOIDS).
- A REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO THE REQUEST FOR FINAL INSPECTION/ CERTIFICATE OF OCCUPANCY OR RELEASE OF ASSURANCES.
- NATIVE PLANTS MUST BE FLAGGED AND PROTECTIVE FENCING MUST BE INSTALLED AS REQUIRED BY THE NATIVE PLANT PRESERVATION PLAN PRIOR TO ANY GRADING ACTIVITY.
- A RIGHT-OF-WAY PERMIT IS REQUIRED FOR CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY AND DRAINAGEWAYS.
- IF ARCHAEOLOGICAL MATERIALS ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION, THESE MUST BE HANDLED PER THE CONDITIONS OF THE ARMY CORPS OF ENGINEERS 404 ISSUED FOR THIS PROJECT.
- IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND MR. JOHN MADSEN, REPATRIATION COORDINATOR AT THE ARIZONA STATE MUSEUM, MUST BE CONTACTED IMMEDIATELY, PURSUANT TO A.R.S. 41-865.
- THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT-OF-WAY PERMIT AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT-OF-WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
- THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.
- TRACER WIRE REQUIRED FOR ALL SLEEVES WITHIN THE ROW.
- INSTALLATIONS OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, HARDSCAPE, SIGNAGE, DECORATIVE PAVERS OR STAMPED CONCRETE, DECORATIVE MEDIANS, SLOPE & DRAINAGE IMPROVEMENTS, PATHS, MONUMENTATION AND WALLS ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED AND RECORDED WITH THE COOPERATION OF THE MASTER COMMUNITY ASSOCIATION PRIOR TO ISSUANCE OF ANY PERMITS OR APPROVAL OF THE IMPROVEMENT PLAN, ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THIS PROJECT.
- GRADING BOUNDARIES SHALL BE CLEARLY MARKED, AND ALL WORK WILL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN ON THESE PLANS. NO WORK SHALL TAKE PLACE OUTSIDE OF THE LIMITS SHOWN ON THESE PLANS.
- DRAINAGE WILL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITH THE APPROVAL OF THE MARANA TOWN COUNCIL.
- THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF MARANA A TRAFFIC CONTROL PLAN FOR EACH PHASE OF THE WORK A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL HAVE ON SITE, AT ALL TIMES, TRAFFIC CONTROL PLANS ACCEPTED (STAMPED) BY THE TOWN OF MARANA FOR ALL WORK BEING PERFORMED WITHIN THE PUBLIC RIGHT OF WAY.
- ANY SURVEY MONUMENTS THAT FALL ON A QUARTER-SECTION CORNER OR GREATER SHALL BE PER TOWN OF MARANA SD M-103A. (SURV-KAP, INC. M/M-BCS-3-1/4FS)
- ALL CONSTRUCTION AND TEST METHODS FOR ADOT STRUCTURES/DETAILS SHALL BE IN CONFORMANCE WITH ADOT STANDARD STRUCTURE DETAIL DRAWINGS DATED 7/2012 AND 2008 ADOT CONSTRUCTION SPECIFICATIONS.
- DEVELOPER WILL COVENANT TO HOLD THE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
- ALL WALLS SHALL BE CONSTRUCTED OR PAINTED WITH GRAFFITI RESISTANT MATERIALS.
- BUILDING SITES SHALL BE CONSTRUCTED TO WITHIN 0.10 FEET OF FINISHED BUILDING PAD ELEVATIONS AS STAKED BY THE ENGINEER. STREETS AND PARKING AREAS SHALL BE CONSTRUCTED TO WITHIN 0.10 FEET OF FINISHED SUBGRADE AS STAKED BY THE ENGINEER.
- ALL ORGANIC MATERIAL SHALL BE REMOVED WITHIN THE CLEARING LIMITS FOR NECESSARY GRADING TO A DEPTH OF SIX(6) INCHES AND HAULED FROM THE SITE PRIOR TO GRADING.
- ALL SLOPES WHICH ARE STEEPER THAN 3:1 WILL BE PROTECTED PER DETAILS INCLUDED AS PART OF THIS PLAN.

SEWER GENERAL NOTES-SEE SHEET 2

AS-BUILT CERTIFICATION:

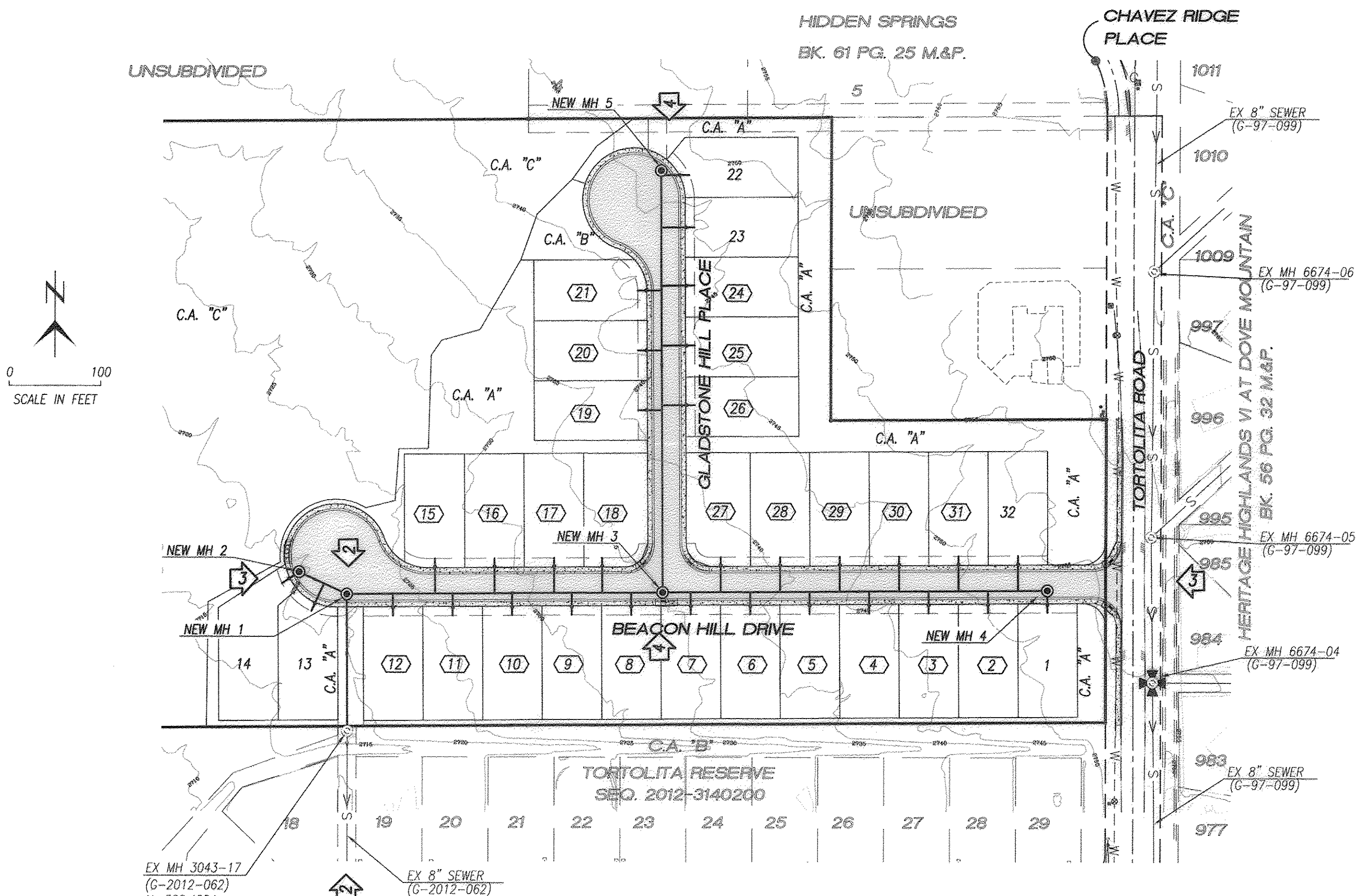
I HEREBY CERTIFY THAT THE AS-BUILT ANNOTATIONS PROVIDED ON THIS DRAWING WERE BASED ON AN AS-BUILT SURVEY UNDER MY SUPERVISION AND ACCURATELY DEPICTS EXISTING FIELD CONDITIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOSHUA S. MOYSES	08-18-21
REGISTERED LAND SURVEYOR	DATE
47373	03-31-2023
REGISTRATION NUMBER	EXPIRES

CAUTION: CONTRACTOR TO VERIFY LOCATION (HORIZONTAL & VERTICAL, IF NECESSARY) OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION

NOTE: ALL SPOT GRADES ARE TOP OF PAVEMENT/FINISHED GRADE UNLESS OTHERWISE INDICATED.

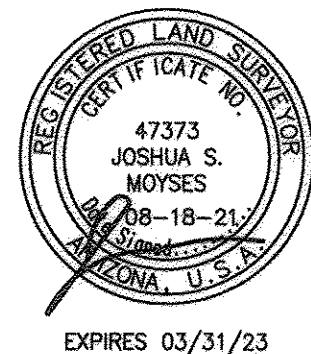
PUBLIC PAVING, DRAINAGE and SEWER IMPROVEMENT PLANS TORTOLITA RIDGE, LOTS 1-32 PUBLIC STREETS ENG2010-009 SEQUENCE # 20210220041



SHEET INDEX

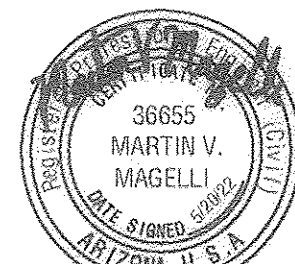
- | | |
|-----|--|
| 1 | COVER SHEET |
| 2 | SEWER GENERAL NOTES & PLAN & PROFILE SHEET |
| 3-4 | PLAN & PROFILE SHEETS |
| 5-6 | DETAIL SHEETS |
| 7 | STRIPING & SIGNAGE SHEET |

SEE DETAILS 12 & 13, SHEET 6 FOR TORTOLITA ROAD CURB & SIDEWALK IMPROVEMENTS



EXPIRES 03/31/23

AS-BUILTS PREPARED BY
STRATEGIC SURVEYING, LLC
2443 W. 12TH STREET
SUITE 1
TEMPE, AZ 85281
PH: 480-272-7634



AS-BUILT



REVIEWED FOR CODE
COMPLIANCE
12/16/2020 - cteresi
No. ENG2010-009 Approved

G-2020-079
ENG2010-009

P20WI00059/G-2020-079

AS-BUILT

REFERENCE: #PRV2006-001, PCZ1806-001

PUBLIC PAVING, DRAINAGE and SEWER IMPROVEMENT PLANS
TORTOLITA RIDGE, LOTS 1-32
AND COMMON AREAS "A" (OPEN SPACE/DRAINAGE), "B" (PARK)
AND "C" (NATURAL UNDISTURBED OPEN SPACE)

BEING A PORTION OF SECTION 26, T11S, R12E, G&SRB&M,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.

3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

SCALE: HORIZ: 1"=100' V: 1"=5'	DRAWN BY: MVM DESIGNED BY: MVM CHECKED BY: MVM	DATE: 10/27/2020 REV. DATE: 12/1/2020 REV. DATE:	DRAWING # 2492-pav-sw-00g PLAN #2492	SHEET 1 of 7
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Council-Regular Meeting

C4

Meeting Date: 08/16/2022

To: Mayor and Council

Submitted For: Curt Woody, Director of Economic Development and Tourism

From: Libby Shelton, Deputy Town Attorney

Date: August 16, 2022

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2022-084: Relating to Economic Development;
designating the Town of Marana as the official Destination Marketing Organization (DMO) for the Town for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT) (Curt Woody)

Discussion:

The Town has established the Economic Development and Tourism Department and created the position of Director of Economic Development and Tourism to manage tourism promotion and marketing on behalf of the town. A Destination Marketing Organization (DMO) is a nonprofit organization or governmental unit that is responsible for tourism promotion and marketing of a destination on a year round basis. DMOs must have a dedicated tourism marketing budget and a website and/or social media presence. The Arizona Office of Tourism (AOT) recognizes only one DMO per established community and requires that the DMO be designated by the established community through official action, such as a resolution. This official action also designates a representative to execute AOT's DMO affidavit. This resolution officially designates the Town of Marana as a DMO and authorizes the Director of Economic Development and Tourism to execute the DMO affidavit on behalf of the Town of Marana.

Staff Recommendation:

Staff recommends adoption of the resolution.

Suggested Motion:

I move to adopt Resolution No. 2022-084, designating the Town of Marana as the official Destination Marketing Organization for the Town for purpose of coordinating tourism promotion with the Arizona Office of Tourism.

Attachments

Resolution No. 2022-084

MARANA RESOLUTION NO. 2022-084

RELATING TO ECONOMIC DEVELOPMENT; DESIGNATING THE TOWN OF MARANA AS THE OFFICIAL DESTINATION MARKETING ORGANIZATION (DMO) FOR THE TOWN FOR THE PURPOSE OF COORDINATING TOURISM PROMOTION WITH THE ARIZONA OFFICE OF TOURISM (AOT)

WHEREAS a Destination Marketing Organization (DMO) is a nonprofit organization or governmental unit that is responsible for tourism promotion and marketing of a destination on a year round basis; and

WHEREAS the Arizona Office of Tourism (AOT) recognizes only one DMO per established community and requires that a DMO be designated by the established community through official action, and that the official action designate a representative to execute AOT's DMO affidavit; and

WHEREAS the Town has established the Economic Development and Tourism Department and created the position of Director of Economic Development and Tourism to manage tourism promotion and marketing on behalf of the Town; and

WHEREAS the Town Council finds that this resolution is in the best interests of the Town and its citizens.

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

SECTION 1. The Town of Marana hereby designates the Town of Marana as the official Destination Marketing Organization for the Town for the purpose of coordinating tourism promotion with the Arizona Office of Tourism, and hereby authorizes the Director of Economic Development and Tourism to execute the DMO affidavit on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of August, 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Interim Town Clerk

Jane Fairall, Town Attorney



C5

Council-Regular Meeting

Meeting Date: 08/16/2022

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Deputy Town Attorney

Date: August 16, 2022

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2022-085: Relating to Personnel; approving and adopting an amendment to the Town's Personnel Policies and Procedures, revising Chapter 6 – Performance Management and Employee Development, Section 6-2-6 “Application and Reimbursement Procedures” (Curry C. Hale)

Discussion:

On May 17, 2022, Town Council approved Resolution No. 2022-045 approving and adopting amendments to the Personnel Policies and Procedures. Revised Section 6-2-6 "Application and Reimbursement Procedures" contained a clerical error requiring revision for clarity. Approval of this Resolution will clarify that requests for reimbursement require approval from the Human Resources Director or designee.

Staff Recommendation:

Staff recommends approval of the Resolution adopting the amendment to the Personnel Policies and Procedures

Suggested Motion:

I move to adopt Resolution No. 2022-085, approving and adopting an amendment to the Town's Personnel Policies and Procedures, revising Chapter 6 – Performance Management and Employee Development, Section 6-2-6 “Application and Reimbursement Procedures”.

Attachments

Resolution No. 2022-085

MARANA RESOLUTION NO. 2022-085

RELATING TO PERSONNEL; APPROVING AND ADOPTING AN AMENDMENT TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 6 – PERFORMANCE MANAGEMENT AND EMPLOYEE DEVELOPMENT, SECTION 6-2-6 “APPLICATION AND REIMBURSEMENT PROCEDURES”

WHEREAS Chapter 3-3 of the Marana Town Code provides that the Town Council may adopt personnel policies, rules, and regulations that follow the generally accepted principles of good personnel administration and which may be modified or changed from time to time; and

WHEREAS the Town Council adopted Personnel Policies and Procedures via Town of Marana Ordinance 99.12 and Resolution 99-38 on May 18, 1999; and

WHEREAS the Council finds that adoption of the amendment to the Town’s Personnel Policies and Procedures as set forth in this resolution is in the best interests of the Town and its employees.

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

SECTION 1. Policy 6-2 of the Town’s Personnel Policies and Procedures, entitled “Education Assistance” is hereby amended as follows (with deletions shown with ~~strikeouts~~):

POLICY 6-2 EDUCATION ASSISTANCE

[No revisions to Sections 6-2-1 through 6-2-5]

Section 6-2-6 Application and Reimbursement Procedures

- A. Employees shall complete a tuition reimbursement application, available through the Human Resources Department, before the first day of class.
- B. All applications must have the prior approval of the employee’s Department Head, as indicated by the Department Head’s signature on the application.
- C. Applications shall be reviewed and approved or disapproved by the Human Resources Director or designee. Employees may not be reimbursed for any courses enrolled in prior to receiving written confirmation of approval from the Human Resources Director or designee.
- D. If the application is approved, employees must submit a completed request for reimbursement, along with proof of satisfactory grade(s), within 45 calendar days of the completion

of each course. Failure to submit the completed request as required within the time limit shall result in disqualification for tuition assistance.

- E. Requests for reimbursement shall be reviewed by the Human Resources Director ~~and then routed to their~~ designee. Upon final approval of the request for reimbursement by the Human Resources Director or designee, reimbursement shall be distributed to the employee.
- F. The approval of an employee's participation in the education assistance program is not a guarantee that the employee will receive reimbursement. Reimbursement is based upon the employee's continued satisfactory work performance.

[No revisions to Section 6-2-7]

SECTION 2. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

SECTION 3. The Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned amendments.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of August, 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Interim Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C6

Meeting Date: 08/16/2022

To: Mayor and Council

Submitted For: Yiannis Kalaitzidis, Finance Director

From: Libby Shelton, Deputy Town Attorney

Date: August 16, 2022

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2022-086: Relating to the Police Department; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson (COT) and the Town of Marana to receive funding under COT Grant Number HT-22-2930 (Yiannis Kalaitzidis)

Discussion:

For the 16th consecutive year, the Town of Marana has been awarded grant funding to participate with the Pima County/Tucson Metro Counter Narcotics Alliance (CNA). Funding for this program comes from the federal Anti-Drug Abuse Act of 1998 and the Office of National Drug Control Policy (ONDCP) Reauthorization Act of 1998. These legislative acts authorized the Director of ONDCP to designate areas within the United States which exhibit serious drug trafficking problems and harmfully impact other areas of the country as High Intensity Drug Trafficking Areas (HIDTA).

The HIDTA Program provides federal resources to those areas to help eliminate or reduce drug trafficking and its harmful consequences. Law enforcement organizations within HIDTAs assess drug trafficking problems including transportation, distribution, and chronic use of illegal drugs and money laundering. In Southern Arizona, the HIDTA Program helps improve the effectiveness and efficiency of drug control efforts by facilitating cooperation between law enforcement agencies, supplying resources, coordinating information sharing, and implementing joint initiatives.

The City of Tucson (COT) administers grant funding for these activities. A Marana Police Officer will be tasked to a grant-funded position under the HIDTA Program. The attached grant agreement provides the terms and conditions for the Marana Police Department in the HIDTA Program. Under the grant agreement, the Town of Marana will be reimbursed salary, other employee-related expenses, and overtime up to \$144,345 for services provided in coordination with CNA and funded under the HIDTA Program. The term of the grant agreement is 24 months, from January 1, 2022 to December 31, 2023. The grant funded position was included in the 2022-2023 budget. This award funds salary expense, other employee related expenses, and overtime at \$144,345.

Financial Impact:

Fiscal Year: 2022-2023
Budgeted Y
Y/N:
Amount: \$144,345

Budget Capacity for this ongoing grant has been included in Fund 2015 as part of the adopted budget.

Staff Recommendation:

Staff recommends approval of the Grant Agreement with the City of Tucson to receive funds under the High Intensity Drug Trafficking Areas Program.

Suggested Motion:

I move to adopt Resolution No. 2022-086, approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson and the Town of Marana to receive funding under COT Grant Number HT-22-2930.

Attachments

Resolution No. 2022-086
Exhibit A to Resolution

MARANA RESOLUTION NO. 2022-086

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT BETWEEN THE CITY OF TUCSON (COT) AND THE TOWN OF MARANA TO RECEIVE FUNDING UNDER COT GRANT NUMBER HT-22-2930

WHEREAS the Anti-Drug Abuse Act of 1988 and the National Drug Control Policy Reauthorization Act of 1998 authorized the Director of the Office of National Drug Control Policy to designate areas within the United States which exhibit serious drug trafficking problems as High Intensity Drug Trafficking Areas (HIDTA); and

WHEREAS the Southern Arizona Counties of Cochise, La Paz, Maricopa, Mohave, Pima, Pinal, Santa Cruz, and Yuma are designated target areas under the HIDTA Program; and

WHEREAS the HIDTA Program provides federal funding to designated HIDTA areas to help eliminate or reduce drug trafficking and its harmful consequences; and

WHEREAS the City of Tucson has been awarded funding to coordinate efforts and administer grants in the Southern Arizona Region on behalf of the Office of National Drug Control Policy under the HIDTA Program; and

WHEREAS upon execution of a grant agreement, the City of Tucson will award grant funding to the Town of Marana to reimburse salary and employee-related expenses for a Marana Police Department officer for services provided in coordination with the Pima County/Tucson Metro Counter Narcotics Alliance (CNA) funded under the HIDTA Program between January 1, 2022 and December 31, 2023; 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 grant agreement.

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

SECTION 1. The grant agreement between the Town of Marana and the City of Tucson attached to and incorporated by this reference in this resolution as Exhibit A is

hereby approved, and the Town Manager is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of August, 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Interim Town Clerk

Jane Fairall, Town Attorney



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
PROGRAM
GRANT AGREEMENT CFDA NUMBER: 95.001**

AWARD NUMBER (FAIN): **G22SA0007A**

COT Grant Number **HT-22-2930**

This Grant Agreement is made this **1ST day of January 2022** by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Marana Police Department**, hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of the GRANTEE.

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

1. This Agreement will commence on **January 1, 2022** and terminate on **December 31, 2023**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Counter Narcotics Alliance (CNA)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY 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.
4. This Agreement may be modified only by a written amendment signed by the parties. 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:

A. If to the City of Tucson:

**City of Tucson
ATTN: Business Services
Police Satellite Office (Finance)
Tucson Police Department
270 South Stone Avenue
Tucson, Arizona 85701-1917**

B. If to the GRANTEE:

**Marana Police Department
Town of Marana
11555 West Civic Center Drive
Attention: Terry Rozema, Town Manager**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from the Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the Grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$60,300.00
Fringe Benefits	\$9,045.00
Overtime	\$75,000.00
Travel	\$0.00
Facilities	\$0.00
Services	\$0.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment	\$0.00
TOTAL	\$144,345.00
See Attached Budget Detail Sheet	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY 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 CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - January 6, 2020.

Link: Electronic Code of Federal Regulations: <http://www.ecfr.gov>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/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 CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – January 6, 2020, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

The GRANTEE agrees to abide by Section 8, that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020 Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020.
15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY 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: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 – 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 – 30	April 25	September 1 – 30	October 25
April 1 - 30	May 25	October 1 - 31	November 25
May 1 - 31	June 25	November 1 - 30	December 25
June 1 - 30	July 25	December 1 - 31	January 25

More frequent reports may be required for the GRANTEES that are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 180 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://sam.gov>
19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
20. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
22. 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 provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.
24. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (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 or entity, this paragraph does not apply.

25. Unless the GRANTEE's contractor or subcontractor is a State agency or entity, the GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees 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 GRANTEE'S 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 Worker's 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnatee, 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. Insurance requirements for any contractor used by the GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
26. If the GRANTEE is a governmental political subdivision, the GRANTEE will, 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.
27. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 2009-09 and 2007-21. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.
28. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if Grantee is required pursuant to 28 CFR 42.302). The 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 suspension of the receipt 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 CITY by the GRANTEE.
29. The GRANTEE certifies it will comply with the Drug-Free Workplace Act of 1988, as implemented in 2 CFR Part 182.

30. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Forms (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
31. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
32. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
33. The 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 U.S.C. Title 5, Part II, Chapter 15, Section 1502.
34. The 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.
35. The 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 of 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 cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions
36. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
37. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
38. 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.
39. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
40. In accordance with A.R.S. §41-4401, the GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.
41. (Added by the Grantee) Nothing herein shall be interpreted as an express or implied waiver of either party's sovereign immunity in any forum or jurisdiction.

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

FOR GRANTEE:

Signature

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:

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

FOR CITY OF TUCSON:

Chad Kasmar, Chief of Police
City of Tucson Police Department

Date

Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
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 City of Tucson 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**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named 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 own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. 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 to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by 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 own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and 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: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. 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 GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.

Exhibit A to Marana Resolution No. 2022-086
CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

1) This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

2) My agency **is/is not** authorized to disburse confidential funds.

Grant Number: **HT-22-2930**

Date: _____

Signature: _____
Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee

Receipt containing the following information:

- a. The jurisdiction initiating the payment.
- b. A description of the information/evidence received.
- c. The amount of payment, both in numeral and word form.
- d. The date on which the payment was made.
- e. The signature of the informant payee.
- f. The signature of the case agent or officer making payment.
- g. The signature of at least one other officer witnessing the payment.
- h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

- a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
- b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
- c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
- d. Agreement with cooperating individual.
- e. Receipt for P/I.
- f. Copies of all debriefing reports (except for the Headquarters case file).
- g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
- h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.
2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL fact that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.
 - b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.
 - c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.

-
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Budget Detail

2022 - Arizona HIDTA - Southwest Border

Initiative - Counter Narcotics Alliance

Investigation

Award Recipient - City of Tucson (G22SA0007A)

Resource Recipient - Marana Police Department

Indirect Cost: 178740.00%

Awarded Budget (as approved by ONDCP)

\$8,392,338.00

Personnel	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$60,300.00
Total Personnel		\$60,300.00
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$9,045.00
Total Fringe		\$9,045.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$75,000.00
Total Overtime		\$75,000.00
Total Budget		\$144,345.00



C7

Council-Regular Meeting

Meeting Date: 08/16/2022

To: Mayor and Council

Submitted For: Jing Luo, Water Director

From: Jing Luo, Water Director

Date: August 16, 2022

Strategic Plan Focus Area:

Commerce, Community

Subject: Resolution No. 2022-087: Relating to Utilities; approving and authorizing the submission of an application for funds from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund the construction of the Twin Peaks Interconnect project and the design and construction of the Picture Rocks Interconnect project and authorization to incur debt (Jing Luo)

Discussion:

Identified in the 2017 Water Infrastructure Improvement Plan (IIP), the Twin Peaks Interconnect (also known as Continental Reserve 24-inch Tie-in) and Picture Rocks Interconnect projects are required to meet existing and future water demand in Marana's benefit areas and help mitigate the impacts of per-and polyfluoroalkyl substances (PFAS) and 1,4 Dioxane for water customers.

The purpose of the Twin Peaks Interconnect project is to complete the construction of a 24-inch interconnect that will connect the Hartman Vista and Picture Rocks water services areas. This project is 100% designed and the construction cost is estimated to be \$2,901,250. The purpose of the Picture Rocks Interconnect project is to construct approximately 1.7 miles of 12-inch water main. This project is required to maintain the level of service for existing customers that would be affected by the Twin Peaks Interconnect. The estimated cost for the design and construction of the Picture Rock Interconnect is \$1,554,163 (with design equalling approximately \$183,563 and construction equalling approximately \$1,370,600).

The Marana Water Department currently operates two PFAS and 1,4 Dioxane water treatment facilities: 1) the Picture Rocks Water Treatment Facility in the Continental Reserve area and 2) the Airline/Lambert Water Treatment Facility in the Saguaro Bloom area. The construction of the Twin Peaks and Picture Rocks Interconnect projects will allow Marana Water to distribute high quality drinking water to more customers in various water systems.

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act ("Act") which includes \$10 billion to address PFAS contamination in drinking water. These federal funds are being distributed and managed through WIFA. Staff believe it is in the best interest of the Town to utilize funds from WIFA to construct these projects.

At this time it is not known whether the funds from WIFA will be a grant or a loan with a forgivable portion. Town staff would like to apply for the funds and then make further considerations in the future based on whether the WIFA funds are a grant or a loan. In order to complete the application for WIFA funds, authorization to incur debt must be approved by the Town Council. If approved, this agenda item would provide that authorization. Once the debt authorization is received, WIFA will continue to work with the Town staff to proceed with the rest of the application process.

Financial Impact:

Fiscal Year: 2022-2023

Budgeted Y

Y/N:

Amount: \$2,783,987

Budget capacity has been included in the current year budget for \$2,783,987. Both projects are included in the five year CIP plan with a total budget authorization of \$4,338,150. Any difference between project costs and funding will be resolved through future reallocation of budget capacity.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2022-087, approving and authorizing the submission of an application for funds from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund the construction of the Twin Peaks Interconnect project and the design and construction of the Picture Rocks Interconnect project and authorization to incur debt.

Suggested Motion:

I move to adopt Resolution No. 2022-087, approving and authorizing the submission of an application for funds from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund the construction of the Twin Peaks Interconnect project and the design and construction of the Picture Rocks Interconnect project and authorization to incur debt.

Attachments

Resolution No. 2022-087

MARANA RESOLUTION NO. 2022-087

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDS FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) TO FUND THE CONSTRUCTION OF THE TWIN PEAKS INTERCONNECT PROJECT AND THE DESIGN AND CONSTRUCTION OF THE PICTURE ROCKS INTERCONNECT PROJECT AND AUTHORIZATION TO INCUR DEBT

WHEREAS the 2017 Water Infrastructure Improvement Plan (IIP) identified that the Twin Peaks Interconnect and Picture Rocks Interconnect projects are required to meet future water demand in Marana and to help mitigate the impacts of per-and polyfluoroalkyl substances (PFAS) and 1,4 Dioxane for water customers; and

WHEREAS on November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (Act) which includes ten billion dollars to address PFAS contamination in drinking water; and

WHEREAS the funds from the Act are being managed and distributed by the Water Infrastructure Finance Authority of Arizona (WIFA); and

WHEREAS the Act funds distributed by WIFA will either be a grant or a loan with a forgivable portion; and

WHEREAS Town staff seek to use ACT funds distributed by WIFA to fund both the Twin Peaks Interconnect and Picture Rocks Interconnect projects; and

WHEREAS to complete the application process for these funds from WIFA, authorization to incur debt must be approved by Town Council; and

WHEREAS the Mayor and Council feel it is in the best interests of the Town and its citizens to complete the application process for WIFA funds and to authorize incurring debt.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, approving and authorizing Town Staff to complete the application process for funds from WIFA and to incur debt.

IT IS FURTHER RESOLVED that the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the application process.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of August, 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Interim Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C8

Meeting Date: 08/16/2022

To: Mayor and Council

Submitted For: David Udall, Interim Town Clerk

From: Cherry L. Lawson, Town Clerk

Date: August 16, 2022

Subject: Approval of the Council Regular Meeting Summary Minutes of August 3, 2022 (David Udall)

Attachments

Regular Council Meeting Summary Minutes, 08/03/2022



MARANA TOWN COUNCIL - AMENDED
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 3, 2022, at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:00 PM and directed the Clerk to call the roll. **Mayor Honea, Vice Mayor Post, Council Members: Jackie Craig, 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 Kai moved and Council Member Ziegler second the motion approving the agenda as presented. Motion passes unanimously, 7-0.

CALL TO THE PUBLIC

Mayor Honea open the meeting to receive public comment. No comments provided.

PROCLAMATIONS

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August 3, 2022
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PR1 Proclamation recognizing August 2022 as, "Drowning Impact Awareness Month" (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Comerford thanked all who voted and supported her during the elections, as well as her husband, Scott.

Vice Mayor Post thanked all who voted and supported him during the election cycle.

Mayor Honea had no report.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported on the following:

- **Technology Services Director Ricardo Carlos** was introduced to Council
- Development Services has provided 37 single-family residential permits for the month of July.
- Many activities and programs scheduled through the Parks & Recreation Department.
- Marana Police is starting its Citizens' Police Academy from August 24 – November 16. Interested individuals should contact apply on the Town's website.
- Traffic and construction projects that are ongoing in the Town.
- A blood drive was hosted by the Town for the American Red Cross in July, the next scheduled blood drive will be October 6.

PRESENTATIONS

P1 Relating to Intergovernmental Relations; presentation on the results and activities of the 55th Arizona State Legislative Second Regular Session; including a look forward to the upcoming Arizona State Legislative Session (Andrea Caicedo)

Assistant to the Town Manager Andrea Caicedo introduced **Triadvocates Principal Julie Rees** and **Public Affairs Advisor Lourdes Peña** who provided a presentation overview of the 55th Arizona State Legislative Regular Session, as well as a preview into the upcoming Legislative Session. *(A copy of the presentation is on file in the Town Clerk's Office for review upon request.)*

CONSENT AGENDA

C1 Resolution No. 2022-075: Relating to Development; approving a Final Plat for Saguario Reserve II at Dove Mountain, Lots 1-292, Blocks "1" - "4" (Future Residential), Block "5" (Golf Course) and Common Areas "A" (Private Streets) and "B" (Open Space / Drainage) located north of Dove Mountain Boulevard and east of Dove Reserve Drive within Sections 16 and 21, Township 11 South and Range 12 East (Brian D. Varney)

C2 Resolution No. 2022-076: Relating to Development; approving a Final Plat for Little Lambert, Lots 1-5 and Common Area "A" (Private Street) located north of Lambert Lane and approximately one-half mile west of Camino de Oeste within Section 12, Township 12 South and Range 12 East (Brian D. Varney)

C3 Relating to Procurement; ratifying the Town Manager's approval of change orders to the Airport MIRL, PAPI, & Beacon Replacement (AP026) project in the amount of \$178,000.49; authorizing the transfer of appropriations, if necessary, for the change orders; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change orders (Fausto Burrue)

C4 Resolution No. 2022-079: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement in the amount of \$45,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the "Master Plan ALP Update" project (Grant No. E3S2L 01P) (Kristin Taft)

C5 Resolution No. 2022-080: Relating to Permanent Base Adjustment; authorizing Town staff to transmit a copy of the publicity pamphlet for the Town's permanent base adjustment ballot measure to the Arizona Auditor General, and to carry out all other actions necessary or prudent to comply with election laws and regulations (David Udall)

C6 Approval of the Council Special Meeting Summary Minutes of July 12, 2022 (Cherry L. Lawson)

Council Member Ziegler moved and Vice Mayor Post second the motion approving the Consent Agenda as presented. Motion passes unanimously, 7-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2022.011: Relating To Transaction Privilege Tax; amending Marana Ordinance No. 2021.022 to exempt the sale of Manufactured Buildings, pursuant to Town Tax Code Section 8-427, from the one-half cent tax increase

approved by Ordinance No. 2021.022; and designating an effective date (Yiannis Kalaitzidis)

[6:47 PM Minutes] **Mayor Honea** open the public hearing to receive public testimony on this item.

Finance Director Yiannis Kalaitzidis provided an overview of Ordinance No. 2022.011 amending Marana Ordinance No. 2021.022 to exempt the sale of Manufactured Buildings, pursuant to Town Tax Code Section 8-427, from the one-half cent tax increase approved by Ordinance No. 2021.022; and designating an effective date. He explained that in October 2021, the Council approved an amendment to the Town Code to increase the sales tax by one-half cent to be used specifically for the design and construction and furnishing of the multigenerational community and aquatics center. The categories chosen at that time for the tax increase were similar to those that the Town used to pay for the construction of the public safety facility a few years ago.

At the same time, the Town took the same approach to include a provision that excluded big-ticket items – anything that was a single item in excess of \$5,000. Unfortunately, that original ordinance from last October 2021 did not exempt manufactured buildings. Town staff has before Council an amendment to Ordinance No. 2021.022 seeking Council's consideration of proposed Ordinance No. 2022.011 to include manufactured buildings in the exemption category from the half-cent increase.

The impact to Town revenues should be immaterial overall, as any increase in such big-ticket items, it is hoped that it has the potential to increase interest to shop in Marana, which would offset any revenues lost. If Council approves the ordinance amendment, Town staff would follow-up with the appropriate notices, including a notice to the Department of Revenue. That would allow them to make that change that is proposed, effective by November 1, 2022.

[6:49 Minutes:] **Mayor Honea** closed the public hearing. No comments offered during this public hearing.

Vice Mayor Post, moved and Council Member Ziegler second the motion approving Ordinance No. 2022.011. Motion passes unanimously, 7-0.

A2 PUBLIC HEARING: Relating to Development; public hearing regarding Land Use Assumptions and Infrastructure Improvements Plans related to the Town's 2022 Development Impact Fees for Roads, Parks, Water, and Wastewater Capital Infrastructure (Fausto Burruel)

[6:50 PM Minutes] **Mayor Honea** open the public hearing to receive public testimony on this item.

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Interim Public Works Director Fausto Burruel provided a brief overview of the public hearing indicating that Town staff would continue to work with SAHBA and all other stakeholders, as the Town continues to work through the process. **Alejandro Angel, PE of Psomas**, would provide the presentation overview on the Proposed Land Use Assumptions and Streets Infrastructure Improvement Plan. Followed by **Parks & Recreation Director Jim Conroy**, and his consultant **Don McGann, McGann & Associates**, who would cover the Parks IIP. **Water Director Jing Luo** and **Water Department Civil Engineer Erik Christenson** would present the water and wastewater.

A brief overview of the presentation is below. *(A copy of the presentation is available on file in the Town Clerk's Office for review upon request.)*

Background on Impact Fees

- Authorized under A.R.S. §9-463.05
- Can only be used (and credits given) for new improvements, not maintenance.
- Can NOT be used to improve existing deficiencies – only build equivalent level of service.
- Must be for a proportionate share

Impact Fee Calculations

1. Determine existing level of service and users of the infrastructure
2. Calculate Equivalent Dwelling Unit (EDU) relationships between land uses
3. Forecast growth in the next 10 years – Land Use Assumptions (LUA) Document
4. Determine infrastructure needed to serve the future growth – Infrastructure Improvement Plan (IIP)
5. Divide infrastructure needed by EDUs
6. Assign credits for concurrent revenues (if applicable)

Land Use Assumptions – 2022

- **Updated early 2022**
 - Accounts for recent significant increases in growth and permits
 - Developments in construction assumed to be completed before new fees are implemented
- **Revised 10-year population and employment forecast**
 - Residential and commercial growth estimated at subdivision level
 - Updated information provided to PAG for modeling
 - Growth allocated to fee service areas
- **10-year Population and Employment Forecast**
 - **2017 Final Report**
 - 6,973 new residential units
 - 17,103 new population
 - 341 acres of commercial/industrial/office

- 4,750 new jobs
- **2022 Draft Report**
 - 13,492 new residential units (+99.9%)
 - 33,414 new population (+95.4%)
 - 439 acres of commercial/industrial/office (+28.7%)
 - 5,165 new jobs (+8.7%)

Streets Infrastructure Improvement Plan

- **Street Fee Service Areas:** Boundaries set by:
 1. Geographic features (1-10, CAP, Santa Cruz River)
 2. Travel patterns
- **Transportation Project Types**
 - **New Projects** – additions to road network (i.e. Tangerine Farms north of Clark Farms)
 - **Improvements** – widening of existing roads or intersections (i.e. Twin Peaks Road at Rattlesnake Pass)
 - **Legacy Projects** – Projects already constructed with excess capacity to be provided to new development)A.R.S. §9-463.05(B)(7)(b))
 - Legacy Credit – Built by a developer, need to reimburse costs (i.e. Clark Farms)
 - Legacy Capacity – Built by the Town, charge outstanding debt (Cortaro, Twin Peaks 1)
- **Transportation Project Costs**
 - Costs of projects vary depending on drainage, environment issues, right-of-way
 - Source of cost data
 - Constructed (legacy) projects → Actual costs
 - Projects in study or design → Project Specific Estimate
 - Projects in Planning → Cost per mile from recent bids in Tucson area

Parks & Recreation Director Jim Conroy introduced **Don McGann** who provided the presentation on Park Impact Fee.

Process:

1. Identify Service Area
2. Inventory Assets-Identify Replacement Value
3. Identify Service Units (EDU's)
4. Established Net Value Per EDU – Impact Fee Before Adjustment
5. Adjust Impact Fee
6. Forecast New EDU's
7. Forecast Revenues
8. Identify CIP for Parks = Revenue

Service Area:

- All areas within Town exclusive of Dove Mountain Specific Plan

Inventory of Park Assets and Identification of Replacement Value:

- Replacement Value of Current Park Assets = \$57,329,614.00

Identify Current Service Units of Equivalent Dwelling Units (EDU's)

- Single Family Detached = 1 EDU
- Multi-Family Attached = .67 EDU
- Total Current EDU's = 18,166

Establish Net Value per EDU:

\$57,329,614	Asset Replacement Value
\$ 18,166	Current EDU's
=	
\$ 3,156	Park Impact Fee Prior to Adjustment

Adjust Impact Fee

- \$ 3,156.00 minus \$ 500.00 = \$ 2,656.00
- Adjustment to offset Town's 4% Construction Sales Tax Revenues and Revenues from State related gas tax

Forecast New EDU's:

- New EDU's = 13,197
 - (Based on Land Use Assumptions and 1 EDU per Single Family Detached Unit and .67 EDU per Multi-Family Attached Unit)

Forecast Impact Fee Revenues:

13,197	New EDU's
x \$2,656.00	Impact Fee per EDU
=	
\$35,051,232	Projected Revenue

Established Capital Improvement Program:

- Based on Parks & Recreation 2020-2030 Master Plan
- Estimated Cost of CIP Projects = \$34,970,688

Summary:

\$2,461.00	Current Parks Impact Fee
\$2,656.00	New Parks Impact Fee
13,197	Projected New EDU's
\$35,051,232.00	Projected Revenues from Impact Fees

- \$34,970,688.00 Value of Planned Parks CIP Projects

Water Director Jing Luo and Water Engineering Manager Erik Christenson provided a presentation overview of the Water and Water Reclamation Infrastructure Improvement Plans 2023-2023. *(A copy of the full presentation is on file in the Town Clerk's Office for review upon request.)*

New LUA Predicted a Fast Growing Community

Water Customers

- Total Connections as of May 2022 = 10,285
- In 5 years – Increase by 50%
- In 10 years – Increase by 94%

Water Reclamation Customers

- Total connections as of May 2022 = 5,926
- In 5 years – Increase by 72%
- In 10 years – Increase by 143%

New Water Infrastructure Improvement Projects

Level of Service

Water

- Source
 - Wells
 - Treatment
- Storage
 - Reservoirs
- Transmission
 - Booster Stations

Wastewater

Treatment
Conveyance

New Water Resource Infrastructure Improvement Projects and Acquisition

Recharge Basin Expansion

- Estimated cost: \$4,004,766
- 50% to Water Reclamation
- 50% to Water Resource

Notes:

- Debt services cost will also be factored in for final impact fee calculation.

Renewable Water Resource Acquisition

- Non-Indian Agriculture (NIA) CAP Water

- 515 acre-feet
- \$1,072,743
- Other renewable sources
 - \$11,000 - \$12,000 per AFY (with 100-year assurance)
 - 773 acre-feet
 - \$8,889,500
- Water Resources Master Plan
 - \$435,000
- 50% of WRF expansion will be applied to water resources impact fee calc - \$19,580,556

Deputy Town Manager Erik Montague provided clarification on Parks & Recreation presentation stating the IIP's and LUP focused on the overall project summary value or cost but did not dive into specific projects. For clarity, IIP the detail specific projects are included within the Council's materials, as well as the listing of projects. Mr. McGann and Mr. Conroy would be able to answer questions related to specific projects and budget.

Mr. Burruel provided a summary overview of the timeline for the IIP and LUA, as provided below.

Summary of Timeline

5/13/2022	Publication of draft LUA and IIP's
6/23/2022	Stakeholder Outreach Meeting
8/3/2022	Public Hearing for LUA and IIP's
9/6/2022	Council Action and LUP and IIP's
9/9/2022	Notice of Intent to Implement Impact Fees
10/18/2022	Public Hearing for Impact Fees
12/6/2022	Council Action for Impact Fees
2/20/2023	Impact Fees Effective (min 75 days from council action)

Council Member Ziegler stated after hearing the presentations and listening to the changes that are preparing to occur, as well as those that have happen in the last 18 months, there is a need to revisit these plans that come before the Council.

The following individuals provided public testimony and/or submitted statements for the record.

Allyson Solomon submitted the following comments to the Town Council on this matter. Metropolitan Pima Alliance (MPA) has been an active member in the Town's update to their impact fees. Identified by the Town as a stakeholder, MPA was invited to and attended that meeting in which staff and the consultant presented the proposed LUA and

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IIP. The session was informative and provided us with the opportunity to ask questions and raise some initial concerns. Many of those concerns are still outstanding but we are committed to continuing to collaborate with staff to, hopefully, resolve them.

Unfortunately, none of our members were able to attend the one stakeholder meeting (mentioned above). We have shared the proposed LUA and IIP documents with our members and have been receiving feedback and questions, some of which we have passed onto staff and have been answered, some we are still awaiting.

Because of this, we respectfully request that you continue tonight's public hearing until we are able to further work with staff to resolve some of our concerns, and be provided additional information pertaining to the two documents and the data used to prepare them.

Ben Bueuler-Garcia speaking on behalf of the Arizona Multi-housing Association stating that the AMA reflects a lot of concerns and issue raised in the July 29 letter from the Southern Arizona Homebuilders Association. They look forward to Town staff response to some of those concerns as well as working with them to go forward and resolve some of the issues in ensuring that we have the best plan for Marana. He respectfully requested to have the public hearing continued to have those questions and concerns addressed, so to allow additional comments to come forward.

Mayor Honea stated that he had been in communication with senior Town staff and knew the request was coming. The Town had posted each of the scheduled meetings with the appropriate time associated with them. The Town has interacted with everyone that expressed a question or comment on the steps that the Town is taking. If the Town does not stay on its timeline, the Town would lose a couple of months of impact fees on record. That he is not going to grant that request. That he would close the public hearing.

Council Member Comerford stated with what she is reviewing, they still have ample time to meet with staff, as the Council will consider the item during its September 6, Council Meeting. They have until the month of October to work out any details. She does not think it matters whether it is an open meeting—public hearing. They still have the opportunity to meet with Town staff and work towards a solution. That nothing is final until December 6, as there is still many opportunities.

Mr. Burruel stated the Town is continuing with dialog with SABHA, and have a planned scheduled meeting based on their comments and responses. The Town will be sending to SABHA those comments once all information has been consolidated. Based on some of the comments received, the Town has looked at some of the documents, and would make some minor adjustments to increase clarification to some of the questions received. Staff would not change the intent of those documents or the data, but adding clarification.

Council Member Kai stated the MPA has had some suggestions and concerns as well. He asked **Mr. Burruel** whether the Town would be working with this group to address those concerns. **Mr. Burruel** affirmed that the Town would be working with the group as well, as their concerns have been based on the Land Use Assumption. Town staff has provided information to them. That many of their questions were based on methodology, and how the Town engaged and worked the development community.

[7:44 PM Minutes:] **Mayor Honea** closed the public hearing.

A3 Resolution No. 2022-077: Relating to Real Estate; approving and authorizing the Town Engineer to execute an Easement Amendment and an Easement Encroachment Agreement with El Paso Natural Gas Company (EPNG) specifying EPNG's consent for dedicated public improvements encroaching inside the gas line easement within the Saguaro Bloom subdivision (George Cardieri)

Real Property Manager George Cardieri provided a brief overview of the item stating El Paso Natural Gas Company also known as EPNG has an existing 10-inch high-pressure natural gas transmission pipeline and corresponding easement, which date back to 1933 as identified as the yellow line on the overhead map. Through the developer dedication process, the Town has come to own public rights-of-way including underground water and sewer lines align with public drainage ways and open space located within the Saguaro Bloom subdivision.

EPNG has requested from the Town an easement amendment to refine the width of the easement from 30 feet to 50 feet, and an easement encroachment agreement specifying EPNG's consent for public improvements constructed within or across their easement. The three primary crossings are Saguaro Peaks Blvd., Garnet Range Loop and Crooked Peak Trail. Town staff has been working diligently with EPNG to prepare the two agreements for execution assuring a full understanding of the request and verifying the exactness of the public improvements already constructed within the easement.

Vice Mayor Post, moved, and Council Member Kai, second the motion to approve Resolution No. 2022-077. Motion passes unanimously, 7-0.

A4 Resolution No. 2022-078: Relating to Development; approving and authorizing the Mayor to execute the First Amendment to Rancho Marana Development Agreement between the Town of Marana and Meritage Homes of Arizona, Inc. (Jane Fairall)

Town Attorney Jane Fairall provided an overview of proposed amendment to the Rancho Marana 154 Development Agreement (DA) stating Town staff had been working on this since prior to the former **Town Attorney Frank Cassidy's** retirement. He had presented to Town Council on this item in October 2020. The original

development agreement was dated August 20, 2004, and a number of changed circumstances have led to this a DA amendment.

That, as Town staff negotiated one issue, another issue come up, which brought about delays on four main issues. She reviewed the four main issues, one of which **Mr. Cassidy** spoke to Council about two years ago. It had to do with reimbursement for the regional public infrastructure the roadways in the development. The original DA obligated the developer to construct Tangerine Farms Rd. from Moore Road north of Barnett Road and Clark Farms Blvd., from Sandario to the western boundary of the project.

Clark Farms has been built as required. Tangerine Farms Road is the first phase completed from Moore Road north to Clark Farms Blvd. Clark Farms to Barnett has not yet completed, as it is the remaining phase. Based on the impact fees of this development, these streets are in the IIP that Alejandro spoke on. Based on the magnitude of this regional transportation obligation, the developer has received full credit against the northwest streets impact fee as required by state law. However, even with the full credit, they are still a delta--and what their costs are versus what they were receiving a reimbursement.

The proposed DA would provide them with construction sales tax reimbursements for construction on the Rancho Marana property only if and only to the extent that the total amount of the impact fee credits does not make them whole, and also they would in know event that get more than when construction sales taxes generated from the property. That is the main of issue, and there are some numbers in the DA. There are some projected numbers but the numbers that we know are that they spent about \$1.8 million thus far. The regional transportation costs and there are estimated to spend about \$1.5 million additional to complete the obligation. They have already received just shy of \$1.9 million in impact fee credits, and projected to receive another \$1,045,000 for blocks three and four and from the commercial blocks in the subdivision.

The estimated difference is about \$440,000 is what we would be talking about in construction sales tax reimbursement. **Former Town Engineer Keith Brann** had estimated that the development generated about \$1.2 million of construction sales tax what left remaining to build in Rancho Marana. Other issues that came up over the course of this negotiation, Tangerine Farms Sewer Improvements, which will be built as part of the roadway construction, are included in the IIP that was presented to Council during this meeting.

If they are in eventually in the adopted IIP, then the developer will be reimbursed for those costs and expenses through impact fee credits on the wastewater facilities impact fee. That is specified in the DA amendment. There was another issue with offsite and onsite recreation requirements. The that the DA with a little odd and became very specific, about very specific recreational requirements including landscaping along

Tangerine Farms Rd, and median strip. It, also, went into detail about the Barnett Channel. The Barnett Linear Park changed a lot as far as what we intend to do with the Barnett Channel at the Barnett Linear Park.

The developer revised its landscape plan that complies with new subdivision recreational standards that were adopted by Council last year. The DA proposes that they will have to construct what is required by the new landscape plan. Regarding the Barnett Linear Park, as we are not developing it in the way that was originally discussed in the DA, they will not be required to do those improvements. However, the Town Engineering team wanted to require them to grade the Channel to its final dimensions, and steel dry wells, or other devices to allow the Channel to function at the basin, and to install materials for stabilization of the Channel. That is required by this amendment.

Lastly, the Barnett Road connection is not an obligation of the developer, and it was not in the original DA. However, when Mr. Brann was still here, he had spoken at length and negotiated with the developer and its consultants to take advantage of economies of scale and to avoid us having to do any tearing up of Tangerine Farms Road at the location. They will design and construct the crossing in there the Barnett Culvert Bridge, and the Town would reimburse them, as it is our obligation and is included within this DA amendment.

Council Member Craig asked why the Town would allow them to collect construction sales tax to cover the extra cost of the impact fees that they are not fully reimbursed. The developer made that calculation when they originally agreed to the development agreement, and they are not doing it out of the goodness of their hearts, and are making profits by selling the homes. When the Town does not receive total reimbursement for a road that we build because the impact these does not reimburse it we just have to suck it up. **Ms. Fairall** responded stating it is Council's decision, but essentially the feeling with Tangerine Farms Road, in particular, is that it is the major road that needs to be developed in this area of the town. That it is a game changer to get Tangerine Farms Road from I-10 on the South, and looped around I-10 on the north. That was the reason why the Town entertained this suggestion. That was key and felt that it warranted throwing something more into the reimbursement to make them whole, so that the developer were disproportionately paying for something that has such a huge region impact, and it is very specific to Tangerine Farms Road. It is her belief that the negotiation we have had with the developer about this particular road being so important.

Council Member Craig asked whether the Town is setting a precedent that, we would renegotiate these things if a developer were not made whole. **Ms. Fairall** replied stating this is regarding this one particular road, and the special circumstances that the Town believes apply to this road. The developers are aware of what agreements we enter into with other developers; she cannot ensure Council that the Town would not be asked to

look at other DA's that are 15 years old and see if there are changes that were add something different. Again the Town has tried to emphasize that at Tangerine Farms Road, in particular, is a very significant and unique situation.

Mayor Honea stated that several members of Council were involved a few years ago with this project. The roadway through their project does not necessitate four (4) lanes. The Town is asking the developer to build the road much larger to scale to make it a through pass way. That is why the Town had agreed to pay a little more because they are making the road larger than the neighborhood necessitates. It has become a major thoroughfare.

Council Member Comerford commented stating that if the Town had not improved the road, it would eventually have to pay for it, as it has to be done. **Ms. Fairall** stated does need to be done.

Council Member Kai asked whether the Town has a problem with the DA amendment being extended 15 more years. That, if the term is shortened, the developer can build those houses, as well as get the road done. **Ms. Fairall** replied stating I felt that a 15-year extension was probably more than the developer need, and that it will be done sooner rather than later. She did not believe that it would delay the project in anyway.

Council Member Kai moved, and Council Member Officer second the motion approving Resolution No. 2022-078. Motion passes unanimously, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Mr. Rozema stated the Development and Public Works update would be provided at the next scheduled Council Meeting due to technical difficulties of the software used to generate the report.

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

Regular Council Meeting Summary Minutes

August 3, 2022

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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 Comerford second the motion to adjourn the meeting. Motion passes unanimously 7-0. Meeting adjourned at 8:00 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council Regular Meeting held on August 3, 2022. I further certify that a quorum was present.

David Udall, Interim Town Clerk



Council-Regular Meeting

A1

Meeting Date: 08/16/2022

To: Mayor and Council

Submitted For: Jing Luo, Water Director

From: Stephen Dean, Deputy Water Director

Date: August 16, 2022

Strategic Plan Focus Area:

Community, Progress & Innovation

Subject: Ordinance No. 2022.012: Relating to Utilities; amending Town Code Title 14 (Utilities) by adding new Chapter 14-11 (Non-Potable Water Service Within Cortaro-Marana Irrigation District Boundaries) (Jing Luo)

Discussion:

At a study session on July 14, 2020, Town staff brought a draft ordinance before the Marana Town Council proposing to amend Town Code Title 14 (Utilities) to add a new chapter dealing with non-potable water service within the Cortaro-Marana Irrigation District (CMID) service area. At that meeting, the Council unanimously moved to direct Town staff to proceed with bringing a finalized ordinance before them for Council action. Since then, Town staff has worked with CMID's staff and attorney on the proposed ordinance included in tonight's agenda materials. Town staff has also met with relevant stakeholders, such as the Southern Arizona Home Builders Association (SAHBA). The feedback received from CMID and SAHBA has been carefully considered and, where appropriate, incorporated into the proposed ordinance.

The goals of the ordinance are to minimize the Town's potable water obligations and to improve staff coordination of non-potable water service. In 2013, the Town and CMID entered into an IGA transferring to CMID the portions of the Town's non-potable system serving Gladden Farms and Rancho Marana 154. However, the 2013 IGA did not address administrative matters common to the Town and CMID; for example, whether and to what extent the Town should require developers in CMID's service

area to extend the non-potable system and receive non-potable water service.

The proposed ordinance attempts to address the coordinated expansion of the non-potable system, which was not addressed by the 2013 IGA. Unless CMID determines that non-potable service to the project is not feasible, the ordinance requires a project within CMID's boundaries to connect to the non-potable system in one of the three following circumstances:

1. When required as a condition of rezoning;
2. When the cost of installing the non-potable infrastructure is equal to or less than the 20-year cost savings of using non-potable versus potable water to serve the project; or
3. When the Town Council requires the connection to offset the environmental burdens of a particular project.

The ordinance also requires the Marana Water Director and CMID, and/or its managing agent, the Cortaro Water Users' Association, to enter into a memorandum of understanding (MOU) in order to ensure consistency in the provision of service to residents and customers and to coordinate compliance with the Town Code and other regulations.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2022.012.

Suggested Motion:

I move to adopt Ordinance No. 2022.012, amending Town Code Title 14 (Utilities) by adding new Chapter 14-11 (Non-Potable Water Service Within Cortaro-Marana Irrigation District Boundaries).

Attachments

Ordinance No. 2022.012

MARANA ORDINANCE NO. 2022.012

RELATING TO UTILITIES; AMENDING TOWN CODE TITLE 14 (UTILITIES) BY ADDING NEW CHAPTER 14-11 (NON-POTABLE WATER SERVICE WITHIN CORTARO-MARANA IRRIGATION DISTRICT BOUNDARIES)

WHEREAS Marana Town Code Title 14 provides that water and/or wastewater service may only be provided pursuant to application to the Town; and

WHEREAS the Town's Water Director is responsible for day-to-day management of the Town's water and wastewater utilities and the enforcement of Title 14; and

WHEREAS the Town of Marana owns and operates a potable water system as a designated provider under the state of Arizona assured water supply program; and

WHEREAS the assured water supply program requires the use of renewable water resources and replenishment of non-renewable groundwater; and

WHEREAS the Cortaro-Marana Irrigation District owns and operates a non-potable water system, utilizing service area rights, grandfathered groundwater rights, effluent, and/or surface water related rights, within its district boundaries; and

WHEREAS use of non-potable water for landscaping can be more cost-effective in the long-run, and reduces demand on the Town's potable water system; and

WHEREAS the Town Council finds that this ordinance is in the best interests of the Town and its residents, businesses, and water utility.

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

SECTION 1. Marana Town Code Title 14 (Utilities) is hereby amended by adding new Chapter 14-11 (Non-potable water service within Cortaro-Marana Irrigation District boundaries), as follows:

CHAPTER 14-11. NON-POTABLE WATER SERVICE WITHIN CORTARO-MARANA IRRIGATION DISTRICT BOUNDARIES

14-11-1 Background

The use of non-potable water for landscaping reduces demands on the potable water system and, where operated using water supplies not otherwise available to the town's water department, maximizes renewable resources in the town's water resource portfolio. The long-term best interests of the town and its residents,

businesses, and water utility require evaluation and consideration of the use of non-potable water for each proposed project where non-potable water facilities are available or can reasonably be made available.

14-11-2 Applicability and definitions

- A. Geographic limitation; CMID defined. The requirements of this chapter apply only within the district boundaries of the Cortaro-Marana Irrigation District (CMID).
- B. Proposed project defined. For purposes of this chapter, the term “proposed project” means a proposed public project or a proposed industrial, commercial, or residential development, including all proposed, planned, or required landscaping, park, and/or recreational features of the proposed public project or proposed industrial, commercial or residential development.
- C. CMID waiver. The requirements of this chapter shall not apply to any proposed project where CMID, in its sole discretion, has provided the applicant or the town with a signed, written waiver stating that CMID is unable to feasibly provide non-potable service to the proposed project.
- D. Coordination of responsibilities; MOU defined. The Town’s water director is authorized and directed to enter into a memorandum of understanding (MOU) with CMID and/or its managing agent, the Cortaro Water Users’ Association, to ensure consistency in the provision of service to residents and customers and to coordinate compliance with town code and state laws and regulations, including, for example, planning factors used to calculate proposed water use, conservation requirements, and Tucson active management area management plan goals. The MOU shall be reviewed annually and updated as needed.

14-11-3 Investigation and consultation

- A. Before submission to the town of any subdivision plat or development plan for a proposed project, an applicant shall prepare and provide a written report that includes, at a minimum, all of the following:
 - 1. The quantity of water the proposed project will use each year for uses not requiring potable water, including landscaping, manufacturing, and other similar purposes, using planning factors for intended water use consistent with those found in the MOU.
 - 2. The location and availability of potential and existing non-potable sources of water on and within one mile of the site of the proposed project, including without limitation all of the following:
 - a. The existing non-potable water system within the CMID boundaries.
 - b. Existing and historic wells that could be used or rehabilitated for non-potable water use.
 - c. Existing and historic irrigation canals, laterals, and other irrigation water delivery infrastructure.

3. In cases where the use of non-potable is not otherwise required as a condition of rezoning (see subparagraph 14-11-4 A. 1 below) or by council determination of environmental impacts (see subparagraph 14-11-4 A. 3 below), the applicant's analysis and supporting documentation of the long-term cost savings of using non-potable water versus the initial cost of installing the necessary non-potable infrastructure (see subparagraph 14-11-4 A. 2 below).
 4. Dates and times and summaries of consultations with CMID's manager or authorized management representative regarding the feasibility of using non-potable water sources for uses not requiring potable water.
- B. Before the town's final approval of a proposed project, the applicant shall provide to the town an updated report of the estimated use of non-potable water to account for any changes to the proposed project since the submission of the original report.
 - C. The original report and the updated report shall be reviewed and approved by CMID and by the water director or designee.

14-11-4 Non-potable water service

- A. The owner or developer shall install all infrastructure necessary to serve a proposed project with non-potable water service in any of the following circumstances:
 1. Where connection to the non-potable water system is required as a condition of rezoning.
 2. Where the water director determines that the long-term cost savings of using non-potable water exceeds the initial cost of installing the necessary non-potable infrastructure.
 - a. In making this determination, the water director shall use the equation $A \leq B - C$
 - b. "A" in the equation is a water director-approved registered civil engineer's estimate of the cost to install all infrastructure necessary to serve a proposed project with non-potable water service.
 - c. "B" in the equation is a water director-approved registered civil engineer's estimate of the cost to use potable water to serve the project, including all of the following:
 - i. All meter fees, connection fees, development impact fees, and other fees and costs required to serve the project with potable water.
 - ii. The cost of the quantity of potable water needed to serve the entire built-out project for 20 years.
 - d. "C" in the equation is a water director-approved registered civil engineer's estimate of the cost to use non-potable water to serve the project, including all of the following:

- i. All meter fees, connection fees, development impact fees, and other fees and costs required to serve the project with non-potable water.
 - ii. The cost of the quantity of non-potable water needed to serve the entire built-out project for 20 years.
3. Where the town council determines that the use of non-potable water is necessary to offset the environmental impacts or burdens associated with a project.
- B. The water director shall promptly send written notice of a determination under subsection A. 2 above (requiring or not requiring the owner or developer to install all infrastructure necessary to serve a proposed project with non-potable water service) to all of the parties set forth in subparagraphs 14-11-5 A. 1 through 3 below.

14-11-5 Appeal

- A. A determination under subsection 14-11-4 A. 2 above to require or not to require the owner or developer to install all infrastructure necessary to serve a proposed project with non-potable water service may be appealed by any of the following parties to the board of adjustment within 30 days after the date of the water director's notice of determination:
 1. The CMID manager.
 2. The owner or developer.
 3. The mayor or a member of the town council.
 4. Any other aggrieved party.
- B. The board of adjustment's decision may be appealed as provided by law.

SECTION 2. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

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

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. This ordinance is effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA,
ARIZONA, this 16th day of August, 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Interim Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

A2

Meeting Date: 08/16/2022

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: August 16, 2022

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

PRINCIPLE STATEMENT 1 WE WILL MAINTAIN A SAFE AND WELL-MANAGED COMMUNITY.

Initiative 8. Continually seek and evaluate new water resources and water conservation efforts to increase the Town's water portfolio.

Subject: Resolution No. 2022-088: Relating to Water; approving and authorizing the Mayor to execute the First Amendment to Intergovernmental Agreement between the Cortaro-Marana Irrigation District and the Town of Marana relating to the ownership and operation of the non-potable water system in north Marana (Jane Fairall)

Discussion:

The Town and the Cortaro-Marana Irrigation District (CMID) entered into an intergovernmental agreement effective December 10, 2013, to transfer the Town's non-potable water system in northwest Marana to CMID. The non-potable water system was originally conceived and created to reduce total potable water deliveries by using a non-potable water source to serve landscaped areas. When the Town owned the system, all water delivered via the system counted against the Town's water replenishment obligations under Arizona water law. Transfer of the system to CMID allowed CMID to rely on its own separate legal authority to deliver non-potable water.

There are two main issues addressed by the proposed IGA amendment. Paragraph 18 of the original IGA provides that the District will be the non-potable water service provider for all future developments located within areas where the Marana and

District services areas overlap and where it is economically feasible for the developer to extend the non-potable system to the proposed development. This language of the original IGA will remain in place, and this proposed amendment also clarifies that the terms of the original IGA shall be generally expanded to include all of those areas and properties to which the District now supplies non-potable water service, but did not at the time of the original IGA, and to those future areas and properties in which non-potable service provided by the District is expanded or otherwise added. District owned non-potable facilities located within the Town of Marana, whether now existing or added in the future, will be referred to in the IGA as the "District Non-Potable System." The amendment makes other non-substantive changes to the IGA to conform to this terminology.

The original IGA includes a provision that the District will "return" the non-potable system the Town transferred to the District back to the Town if the District stopped providing non-potable into that system. Both Town and CMID staff believe that this provision is impractical at this point, and does not seem to make sense in regard to the other non-potable systems being brought online now, that were not in place in 2013. The parties have negotiated a replacement paragraph that provides that if the District dissolves, cannot deliver (as determined by the District), or chooses to stop delivering non-potable water, in whole or in part (a "Non-Delivery Event"), the District and the Town will negotiate in good faith toward the goal of entering into an agreement regarding the provision of a different source of water into or other alternative related to that portion of the District Non-Potable System that is the subject of the Non-Delivery Event.

Staff Recommendation:

Staff recommends approval of the IGA amendment.

Suggested Motion:

I move to adopt Resolution No. 2022-088, approving and authorizing the Mayor to execute the First Amendment to Intergovernmental Agreement between CMID and the Town.

Attachments

Resolution No. 2022-088

Exhibit A to Resolution - First Amendment

Original 2013 Non-Potable IGA

MARANA RESOLUTION NO. 2022-088

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CORTARO-MARANA IRRIGATION DISTRICT AND THE TOWN OF MARANA RELATING TO THE OWNERSHIP AND OPERATION OF THE NON-POTABLE WATER SYSTEM IN NORTH MARANA

WHEREAS the Town of Marana and the Cortaro-Marana Irrigation District (CMID) entered into an Intergovernmental Agreement effective December 10, 2013, as recorded in the records of the Pima County Recorder at sequence 20133440257, for the transfer of ownership and operation of the North Marana Non-Potable Water Systems from the Town to CMID ("Non-Potable IGA"); and

WHEREAS the Town and CMID desire to amend the Non-Potable IGA to reflect current circumstances regarding CMID's ownership and operation of the non-potable system; and

WHEREAS the Town and CMID have authority to enter into this amendment pursuant to A.R.S. § 11-952; and

WHEREAS the Mayor and Council find that entering into the First Amendment to the Non-Potable IGA is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the First Amendment to Intergovernmental Agreement between the Cortaro-Marana Irrigation District and the Town of Marana, attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out its terms, obligations, and objectives.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of August, 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Interim Town Clerk

Jane Fairall, Town Attorney

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CORTARO-MARANA IRRIGATION DISTRICT**

and

**THE TOWN OF MARANA,
PIMA COUNTY, ARIZONA**

This First Amendment to Intergovernmental Agreement Between The Cortaro-Marana Irrigation District and The Town of Marana (“Amendment”) is entered into by and between the Cortaro-Marana Irrigation District, a political subdivision of the State of Arizona (the “District”), and the Town of Marana, a municipal corporation of the State of Arizona (“Marana”) (individually referred to as “Party” and collectively referred to as “Parties”).

RECITALS

- a. Marana and the District have authority to enter into this Amendment pursuant to ARIZ. REV. STAT. § 11-952.
- b. Marana and the District entered into an Intergovernmental Agreement Between the Cortaro-Marana Irrigation District and the Town of Marana, effective December 10, 2013, as recorded in the records of the Pima County Recorder at sequence 20133440257 (“Non-Potable IGA”).
- c. Since the effective date of the Non-Potable IGA, the District has expanded its non-potable service to other locations within the District’s service area. As a result, the Town and the District desire to make certain amendments to the Non-Potable IGA to address this expansion, future expansion, and to clarify certain rights and responsibilities under the Non-Potable IGA.

AGREEMENT

In consideration of the mutual promises of the Parties, each had and received of the other, and other good and valuable consideration, the receipt of which is acknowledged, it is hereby agreed as follows:

1. **Purpose.** The purpose of this Amendment is to modify portions of the Non-Potable IGA, amending certain duties, obligations, and responsibilities of the Parties concerning the Non-Potable IGA. The recitals above are incorporated herein as though set forth in full. Those defined terms contained in the Non-Potable IGA shall have the same meaning herein

unless otherwise defined in this Amendment. Except as amended as set forth herein, the remaining terms of the Non-Potable IGA remain in full force and effect.

2. **Term and Termination.** This Amendment shall become effective on the Effective Date, set forth below, and shall terminate concurrently with the termination of the Non-Potable IGA. If the Non-Potable IGA is terminated by mutual consent or pursuant to ARIZ. REV. STAT. § 38-511, the provisions of Paragraph 19 of the Non-Potable IGA, as amended by Paragraph 7, below, shall survive and shall apply, unless otherwise agreed to in writing by the Parties. This Amendment and the Agreement shall not affect or impair the validity and enforceability of any agreement regarding the provision of non-potable water between the District and homeowner associations, developers, and/or other property owners.

3. **Expansion of Non-Potable IGA.** Paragraph 18 of the Non-Potable IGA provides that the District will be the Non-Potable water service provider for all future developments located within areas where the Marana and District services areas overlap and where it is economically feasible for the developer to extend the Non-Potable System to the proposed development. Except as specifically set forth herein, the terms of the Non-Potable IGA shall be generally expanded to include all of those areas and properties to which the District now supplies non-potable water service, and to those future areas and properties in which non-potable service provided by the District is expanded or otherwise added. District owned non-potable facilities located within the Town of Marana, whether now existing or added in the future, are referred to herein as the “District Non-Potable System.” Notwithstanding recital (f) of the Non-Potable IGA, which provides that the Parties will continue to adhere to the present policy which does not require the provision of non-potable service to new residential lots or require non-potable lines to be extended to new residential lots, the District shall not be restricted or limited from the provision of non-potable service to any potential customer or land owner within the District’s service area by this Amendment or the Non-Potable IGA.

4. **Infrastructure Improvements.** The Parties acknowledge that the non-potable water system related to Well #18 as referenced in Paragraph 4 of the Non-Potable IGA has been constructed and is fully operational. The Parties further agree that any and all backup or redundant system construction and operation of the District Non-Potable System shall be within the sole discretion of the District.

5. **Amendment to Paragraph 10 of Non-Potable IGA.** Paragraph 10 of the Non-Potable IGA is hereby replaced in its entirety by the following:

“**10. Coordination of Non-Potable System Repairs.** All District scheduled repairs of the District Non-Potable System within the Town of Marana, and within a Town of Marana right-of-way or public roadway, will be coordinated with the Town of Marana prior to District initiation of the repair. All street related restorations will be at the cost of the District, and inspected by Marana after completion to ensure approval of the physical condition of the restored street. Emergency repairs of the District Non-Potable System within a Town of Marana right-of-way may be undertaken by the District as required to minimize damage to property, and notice shall be provided by the District to

the Town of such a repair as soon as practicable. Completion of emergency related repair work shall be coordinated with the Town of Marana. The Parties agree they will work together at all times because of the proximity of the Town's infrastructure to the District's Non-Potable System infrastructure. Conversely, the District requires notification by Marana of scheduled or emergency repairs of Town facilities in the proximity of the District Non-Potable System infrastructure."

6. **Amendment to Paragraph 11 of Non-Potable IGA.** Paragraph 11 of the Non-Potable IGA is hereby replaced in its entirety by the following:

"11. Right-of-Way Use License. The District requires a Right-of-Way Use License from Marana to operate, construct, repair, and maintain its facilities within the Town of Marana's rights-of-way, which is hereby granted for the District Non-Potable System located within the Town's rights-of-way. This license permits the District to construct, maintain, and repair the District Non-Potable System as required without the need for individual permits or other permission from the Town of Marana for each occasion as construction, maintenance, or repair is required. The Right-of-Way Use License hereby granted will be permanent, perpetual, and no cost to the District as long as the District is operating the District Non-Potable System. In the event of termination of the Non-Potable IGA, this right of way license grant will be terminated and of no further force or effect."

7. **Amendment to Paragraph 19 of Non-Potable IGA.** Paragraph 19 of the Non-Potable IGA is hereby replaced in its entirety by the following:

"19. Non-Delivery Event. In the event that the District dissolves, cannot deliver (as determined by the District), or chooses to stop delivering non-potable water, in whole or in part (a "Non-Delivery Event"), the District and Marana agree to negotiate in good faith toward the goal of entering into an agreement regarding the provision of a different source of water into or other alternative related to that portion of the District Non-Potable System that is the subject of the Non-Delivery Event."

8. **Deletion of Recital (d) of Non-Potable IGA.** Recital (d) of the Non-Potable IGA is hereby deleted.

9. **Effective Date.** This Amendment shall be effective when fully executed and recorded with the Office of the Pima County Recorder.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the last signature date of the person signing on behalf of the respective Parties.

DISTRICT:

Cortaro-Marana Irrigation District, Pima County, Arizona

Jon Post, President

Attest:

Laurie Hughes, Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

Subscribed and sworn before me this ____ day of _____, 2022 by Jon Post, President of the Cortaro-Marana Irrigation District, Pima County, Arizona, a political subdivision of the State of Arizona, on its behalf.

(Seal)

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

Subscribed and sworn before me this ____ day of _____, 2022 by Laurie Hughes, Secretary, of the Cortaro-Marana Irrigation District, Pima County, Arizona, a political subdivision of the State of Arizona, on its behalf.

(Seal)

Notary Public

MARANA:

Town of Marana

Ed Honea, Mayor

Attest:

Cherry L. Lawson, Town Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

Subscribed and sworn before me this _____ day of _____, 2022 by Ed Honea,
Mayor of the Town of Marana, , on its behalf.

(Seal)

Notary Public

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Amendment between the Cortaro-Marana Irrigation District 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 Amendment represented by the undersigned.

Cortaro-Marana Irrigation District

Attorney for the District

Town of Marana

Town Attorney

W

CORTARO MARANA IRRIGATION DISTRICT
12253 W GRIER RD
MARANA AZ 85653



SEQUENCE: 20133440257
NO. PAGES: 12
AG 12/10/2013
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AMOUNT PAID: \$17.00

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CORTARO-MARANA IRRIGATION DISTRICT**

and

**THE TOWN OF MARANA,
PIMA COUNTY, ARIZONA**

This agreement ("Agreement") is entered into by and between the Cortaro-Marana Irrigation District, Pima County, Arizona (the "District"), a political subdivision of the State of Arizona, and the Town of Marana ("Marana"), a municipal corporation of the State of Arizona (and individually referred to as "Party" and collectively referred to as "Parties.")

RECITALS

- a. Marana and the District have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.
- b. Marana owns and operates a North Marana Non-Potable Water System ("NM System") and desires to transfer its NM System to the District with the objective of securing the benefits available under State water laws and to reduce the cost of water to customers of the NM System. The system as defined will incorporate the current developments of Gladden Farms, Rancho Marana, and infrastructure along Tangerine Farms Road.
- c. The District is agreeable to acquisition of the NM System and to accommodating Marana's objectives and desire with the understanding that subsequent to acquisition of the NM System the District must be able to have a minimum economic rate of return on the NM System in consideration of incurring the expense of assuming the operating and maintenance responsibilities and expense of the NM System.
- d. Marana desires to recover the operations and maintenance of the NM System should the District (in its sole discretion), for whatever reason, be unable to operate and maintain the NM System.
- e. Marana desires to have its policy of termination of service apply to any customer of the NM System that fails to comply with Marana's requirement for backflow protection assemblies.
- f. The Parties desire to provide non-potable water to all areas with significant landscaping within northern Marana and desire to provide non-potable water to all residential lots in

northern Marana that have previously had non-potable lines installed to the lots. The Parties will continue to adhere to the present policy which does not provide non-potable water service to new residential lots or require non-potable lines to be extended to new residential lots.

- g. The Parties find it necessary to enter into an agreement to establish the terms and conditions under which the Parties will fulfill the purposes stated herein.

AGREEMENT

Preamble: In consideration of the mutual promises of the Parties, each had and received of the other, and other good and valuable consideration, the receipt of which is acknowledged, it is hereby agreed as follows:

1. **Purpose.** The purpose of this Agreement is to establish the duties, obligations, and responsibilities of the Parties concerning this joint and cooperative effort and the recitals above are incorporated herein as though set forth in full.
2. **Term.** This Agreement shall become effective on the Effective Date and shall remain in effect in perpetuity in accordance with the terms hereinafter set forth, or until terminated by mutual consent of both Parties, or the transfer of the NM System by the District back to Marana, or by either Party pursuant to ARIZ. REV. STAT. § 38-511. If this Agreement is terminated by mutual consent or pursuant to ARIZ. REV. STAT. § 38-511, the provisions of Paragraph 19 below shall survive and shall apply, unless otherwise agreed in writing by the Parties.
3. **Transfer of Infrastructure and Costs and Further Consideration.** By execution hereof, Marana transfers ownership of the NM System, as shown in the attached Exhibit "A", to the District, unencumbered by any liens, restrictions or reservations. This transfer includes but is not limited to "purple pipe" mains, valves, back flows, meters, etc. and subsequent to the transfer as hereinafter described Marana will have no further obligations towards the NM System except for what is outlined in this Agreement. Marana agrees to transfer this ownership of the NM System to the District at no cost in consideration of the assumption by the District of the responsibilities and expenses hereinafter described. The transfer of ownership of the NM System shall be effective as of the Effective Date, unless otherwise mutually agreed by the Parties in writing. Marana agrees to execute such documents as District may reasonably request to evidence the transfer of the NM System to the District.
4. **Infrastructure Improvements by the District.** Subsequent to the transfer of the NM System as described in Paragraph 3 above, the District will provide non-potable water for the NM System from its existing Well #18 located on the south side of Tangerine Farms Road at the southerly extension of Postvale Road. The District will make improvements on this well site as it deems appropriate to supply the NM System. The improvements include, but are not limited to, a water storage tank, supporting control equipment and the necessary piping to connect the water storage tank to the existing Non-Potable main

running east-west on the south side of the Tangerine Farms Road right-of-way. The appropriate engineering will be completed to enable the operating pressures in the NM System while connected to the Town of Marana Potable mains is duplicated when the NM System is connected to the proposed water storage tank on well site #18. A backup water supply connection from Well #13 or Well #6 will be made to the existing adjacent infrastructure of the NM System to supply non-potable water in the event of a failure to Well #18. The NM System and all infrastructure improvements thereto are hereinafter referred to as the "Non-Potable System."

5. **System Separation.** Upon completion of the District's source water connection, Marana will provide an air gap separation at the locations where Marana's potable supply is connected to the NM System. If there is a major disruption of the District's service to the Non-Potable System, a request can be made to Marana to re-establish an emergency service connection at the historic points of delivery. Marana can provide temporary service to the Non-Potable System at those points through the existing meters and backflow prevention devices that have remained in place. Any emergency delivery of water by Marana to the Non-Potable System will be at the active current rate for Standpipe/irrigation water. The active water resource fee will also apply.
6. **Improvements.** The District will facilitate the plans, specifications and construction of the improvements to the NM System described in Paragraph 4 above. Marana will review, comment and approve the plans, specifications and observe the construction without charging any fees to the District. Any plan review, submission and approval of plans, inspection of construction, and associated fees, that occurs after the transfer of the NM System pursuant to Paragraph 3, other than for the improvements described in Paragraph 4 above will be the responsibility of the entity doing the development.
7. **Maintenance of Infrastructure.** The seamless maintenance and use of the existing infrastructure is a critical element to successfully operating the Non-Potable System. To successfully accomplish this goal Marana will continue to maintain the NM System for a transition period of one year or as otherwise mutually agreed in writing by the Parties (the "Transition Period"). The Transition Period will start on the first day the District delivers non-potable water into the Non-Potable System. During the Transition Period any and all maintenance to the NM System will be performed by Marana. All work will be observed by a District representative. The Parties will work cooperatively to make the existing infrastructure continue to function as designed. At the end of the Transition Period the District will assume all repair/replacement responsibility and expense for the Non-Potable System.
8. **Transition Period Terms.** During the Transition Period the District will reimburse Marana for all costs to maintain the NM System. Marana will document and verify all labor hours, labor rates, and materials used to accurately reflect the cost of any NM System repair/replacement. Marana's verified, justified and detailed repair/replacement expenses will be non-negotiable. Marana will provide these verified costs to the District without any surcharges.

9. **Post Transfer Terms.** After the transfer of the NM System as set forth in Paragraph 3 above, the District will receive and attend to all blue stake requests on the Non-Potable System. The District will also receive and attend to all customer issues regarding the Non-Potable System.
10. **Coordination of Non-Potable System Repairs.** All District scheduled repairs of the Non-Potable System within a Town of Marana right-of-way will be coordinated with the Town of Marana prior to District start of the repair. All street restorations will be inspected by Marana after they are complete to ensure approval of the physical condition of the restored street. Emergency repairs of the Non-Potable System within a Town of Marana right-of-way will commence as required to minimize damage to property, but will not be completed until coordinated with the Town of Marana. The Parties agree they will work together at all times because of the proximity of the Town's infrastructure to the Non-Potable System infrastructure. Conversely the District requires notification by Marana of scheduled or emergency repairs of Town facilities in the proximity of the Non-Potable System infrastructure.
11. **Right-of-Way Use License.** The District requires a Right-of-Way Use License from Marana to operate within Marana's rights-of-way which is hereby granted as of the Effective Date for the NM System. This license allows the District to maintain the NM System as required without the need for individual permits for each occasion a repair is required. The Right-of-Way Use license hereby granted will be permanent, perpetual and no cost to the District as long as the District is providing Non-Potable water to residents of Marana. In the event of termination, the right of way grant will be terminated upon transfer of the NM System to Marana.
12. **Metering of Non-Potable Water.** At the time the NM System is transferred to the District, there will be four non-potable customers served by the NM System with multiple metered connections. The meters measuring the water use for the four customers identified and described in Exhibit B are connected to Marana's meter reading program and will continue to remain on that program. Marana will provide the meter reads to the District monthly during the Transition Period. The District will invoice the customers accordingly, but, in its discretion, may generate a single billing statement per customer. Thereafter the District will read the meters and continue to invoice the customers. Any repair or replacement of meters after the Transition Period will be the responsibility and expense of the District. If any new meters are required for existing customers during the Transition Period due to reconfiguration of the NM System and changes to existing customer connections associated with the implementation of this Agreement, Marana and the District will work together and share the costs equally to get the new meters installed and operational in the correct locations.
13. **Suspension of service, cross connection control investigations.** After the Transition Period, the District will have and is hereby granted the authority required to suspend or terminate any non-potable service within the affected portion of the NM System at its discretion. Because backflow prevention rules are designed to protect the potable supply of water, it is anticipated that Marana will terminate potable water service to those end

users that are in violation with the Town's Backflow Prevention ordinance pursuant to their policies. If Marana deems it necessary to conduct a cross connection control test at any of the subject properties receiving non-potable water from the Non-Potable System, the District will assist Marana staff to either conduct a pressure test and/or a dye test on the Non-Potable System and potable systems in question.

14. **Cost of Water.** The District will have sole discretion for the determination of rates for the Non-Potable System's customers. The District will attempt to provide non-potable water at a rate approximately 40% less than Marana's current rate, subject to operating conditions and requirements and the costs thereof. This rate is approximate and will be formalized as final engineering and actual construction costs are added to the Operations Budget as periodically required to be adjusted. The Operations Budget is based on, but not limited to, the following items: electric costs, personnel costs, administrative costs, maintenance costs, annual permitting and reporting costs, legal costs, water quality testing, potential emergency repair costs, long term maintenance costs and initial capital improvement cost repayment. The cost of furnished non-potable water will be reassessed annually and may be adjusted and is not a fixed cost.
15. **Groundwater Replenishment.** The cost and price of non-potable water assumes that replenishment of water is not required by Arizona Department of Water Resources ("ADWR"). If ADWR modifies its policy and requires the District to replenish the water it sells through the Non-Potable System, the cost and price of water will be adjusted accordingly.
16. **Special Assessments.** Unforeseen Non-Potable System failures and or repairs necessary due to acts of God may necessitate the need for a temporary special assessment to the customer. Such assessments, if and when they might occur, would be an expense to the customer above and beyond the regular cost of water.
17. **Agreement Costs.** Each Party will be responsible for their own Legal Counsel fees.
18. **Future Non-Potable Sales.** The District will be the Non-Potable water service provider for all future developments located within area where the Marana and the District service areas overlap and where it is economically feasible for the developer to extend the Non-Potable System to the proposed development. Marana will work in cooperation with the District to expand the Non-Potable System in a logical and practical manner and will not further extend the Marana non-potable service within the District's service area.
19. **Transfer of Infrastructure to Marana if the District Returns Assets.** In the event that the District dissolves and/or cannot deliver or chooses to stop delivering non-potable water, the District will transfer and re-convey, by appropriate instruments, ownership of the Non-Potable System in its entirety at the time to Marana except as provided in this Paragraph 19. The transfer will be unencumbered by any liens, restrictions or reservations. This includes but is not limited to "purple pipe" mains, valves, back flows, meters, etc. The District will have no further obligations related to the Non-Potable System transferred to Marana. Equipment and facilities installed within District well sites

will remain the property of the District and will not be transferred to Marana. Physical connections between the Non-Potable System and the District's facilities will be removed to isolate the portion of the Non-Potable System being transferred to Marana from any District wells or other facilities. The District agrees to transfer and re-convey this ownership to Marana at no cost except for any and all of the District's non-recovered capitalized expenses. Non-recovered capitalized expenses are limited to the costs incurred by the District and not paid by a landowner/developer to improve and connect the NM System pursuant to this Agreement, including the cost of engineering plans, the physical construction of connections from new well site improvements to existing mains and the legal fees for this IGA and connected with the conveyance to Marana. Marana will pay those expenses and the expense of re-connection of the air gaps.

If during the ownership and management of the Non-Potable System, the District is willing to expand the Non-Potable System at its costs contingent upon receipt of future connection fees, Marana agrees to negotiate, in good faith, an additional agreement with the District to provide for reimbursement to the District, through fees and charges collected by Marana for connections to such facilities, in the event the facilities are conveyed to Marana pursuant to this Paragraph.

20. **Relocation Costs While Owned by the District.** The District will bear the costs of relocation of Non-Potable System facilities located in Town-owned right-of-ways when the relocation is due to District activities. Marana will impose on developers, and require to be paid by the developer, all costs of relocating any pipes or other assets of the Non-Potable System if the relocation is necessitated by activities of developers or other private parties. When Marana constructs public improvements that necessitate relocation of District Non-Potable System facilities, Marana will not impose any portion of the costs of relocation by Marana on the District. If relocation projects by Marana require relocation plan review by an outside consultant for the District, the cost of such review will be passed through to and paid by Marana. Any in house reviews by the District staff will be at no cost to Marana. All private development requiring relocation plan review will fall under the normal Non-Potable plan review fee schedule.
21. **Not a Joint Venture, Partnership or Agency.** The execution of this Agreement is not intended to create a joint venture, agency or partnership relationship among the Parties. The District is the seller of non-potable water and Marana and the residents of Marana are the purchasers of said water under this Agreement.
22. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the District or Marana. In the event of dispute or controversy, any judicial proceeding when filed shall be brought and filed in the Superior Court of Pima County.
23. **No Third Party Beneficiaries.** This Agreement shall not create any right to any person or entity as a third party beneficiary.

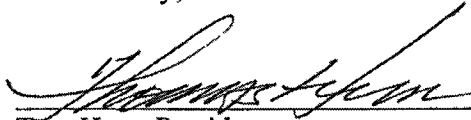
24. **Compliance With Laws.** There shall be compliance with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation, by the Parties to this Agreement. The laws, rules and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County, Arizona.
25. **Financing.** No separate budget is created for the purpose of performing this Agreement. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement and shall keep the other Party fully informed as to the availability of funds to perform this Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of each Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either Party.
26. **E-verify, Records and Audits.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant keeping their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
27. **Anti-Discrimination.** The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
28. **Americans with Disabilities Act.** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
29. **Effective Date.** This Agreement shall be effective when fully executed and recorded with the Office of the Pima County Recorder.

IN WITNESS WHEREOF the Parties have hereunto set their hands set forth in the notary blocks below.

(See Signature Pages)

DISTRICT:

Cortaro-Marana Irrigation District,
Pima County, Arizona



Tom Hum, President

Attest:



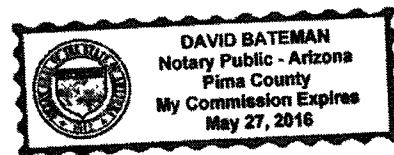
Laurie Hughes, Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

Subscribed and sworn before me this 13th day of November, 2013 by Tom Hum, President and Laurie Hughes, Secretary of the Cortaro Marana Irrigation District, Pima County, Arizona



Notary Public



MARANA

Town of Marana

Ed Honea
Mayor

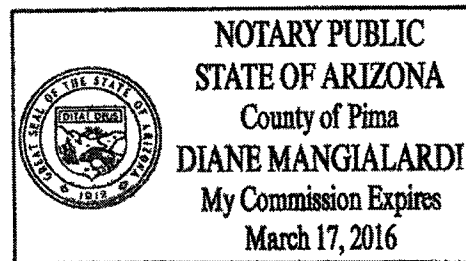
Attest:

Jacelynn Branson
Town Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

Subscribed and sworn before me this 5th day of November, 2013 by
Ed HONEA, Mayor of the Town of Marana.

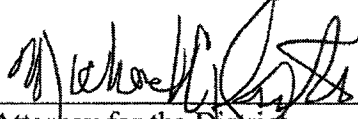
Diane Mangialardi
Notary Public



INTERGOVERNMENTAL AGREEMENT DETERMINATION

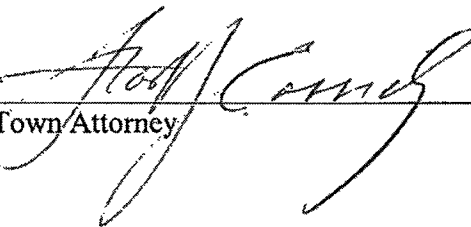
The foregoing Agreement between the Cortaro-Marana Irrigation District and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties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

Cortaro-Marana Irrigation District



Attorney for the District

Town of Marana



Town Attorney

EXHIBIT A
North Marana Non-Potable Distribution System Map

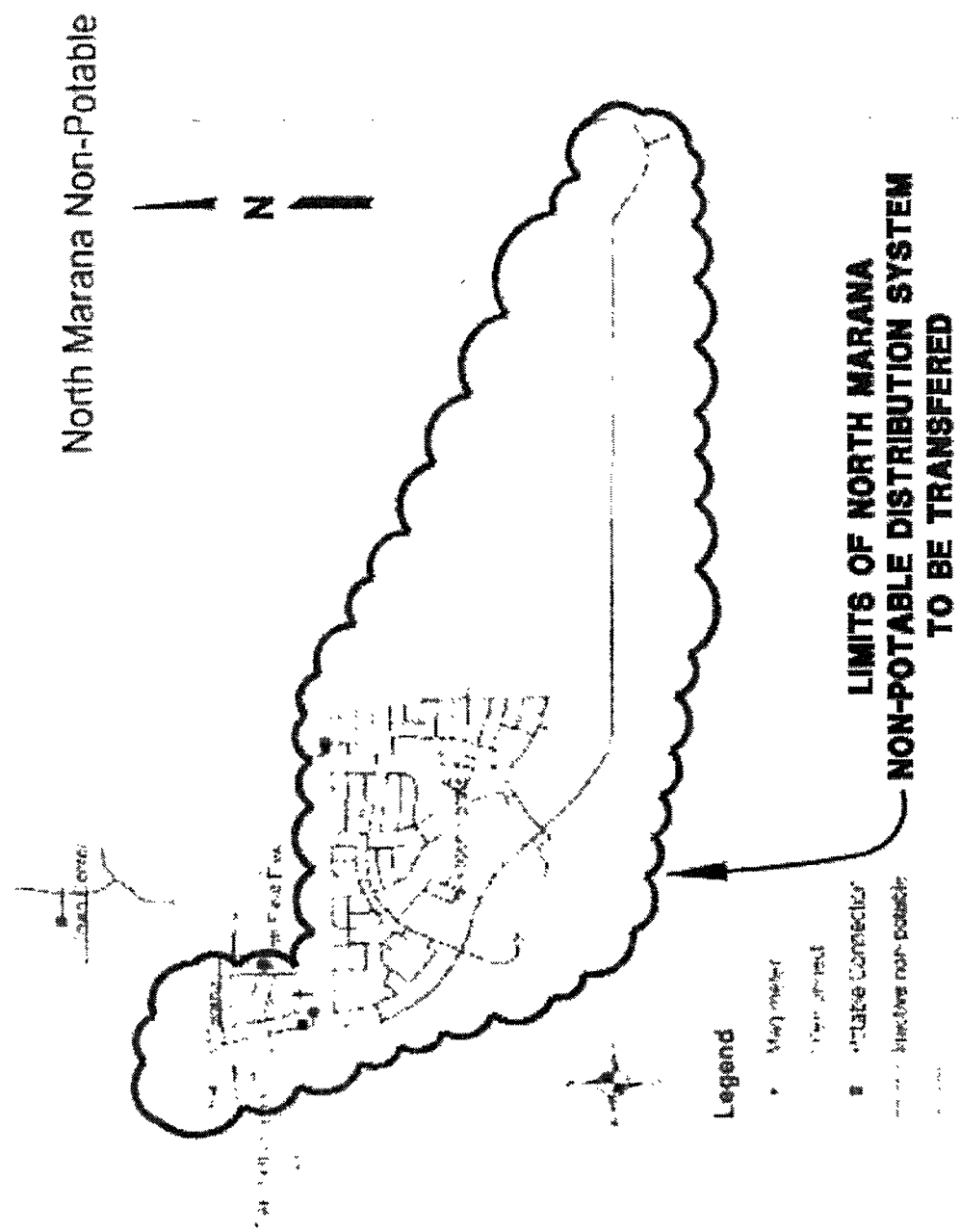


EXHIBIT B

List of Current Non-Potable Customers

TOM Acct #	TOM Billing Name	Service Address Description	Meter #
02020560-01	Gladden Farms Community Association	Lon Adams & Moore Rd -Irrg.	19092277
02020570-01	Gladden Farms Community Association	Lon Adams & Moore Rd -Irrg.	19095715
02021610-01	Gladden Farms Community Association	Lon Adams & Moore Rd -Irrg.	71583644
02022749-01	TOM - Park	Heritage Park Dr	06582285
02023017-02	TOM - Park	Tangerine Farms Rd	05359537
02023018-02	TOM - Park	Tangerine Farms Rd	05359538
02023982-02	TOM - Operations	Tangerine Rd Extension Project	06581604
02023983-02	TOM - Operations	Tangerine Rd Extension Project	06581716
02023984-02	TOM - Operations	Tangerine Rd Extension Project	06581763
02024020-02	TOM - Operations	Tangerine Rd Extension Project	06581751
02024021-02	TOM - Operations	Tangerine Rd Extension Project	06581752
02024022-02	TOM - Operations	Tangerine Rd Extension Project	12570176
02024060-02	TOM - Operations	Tangerine Rd Extension Project	06590111
02024061-02	TOM - Operations	Tangerine Rd Extension Project	06590116
02024062-02	TOM - Operations	Tangerine Rd Extension Project	06590115
02024063-02	TOM - Operations	Tangerine Rd Extension Project	06590114
02024064-02	TOM - Operations	Tangerine Rd Extension Project	06590107
02024065-02	TOM - Operations	Tangerine Rd Extension Project	06590106
02024066-02	TOM - Operations	Tangerine Rd Extension Project	06590119
02024067-02	TOM - Operations	Tangerine Rd Extension Project	06581579
02024068-02	TOM - Operations	Tangerine Rd Extension Project	06590120
02024069-02	TOM - Operations	Tangerine Rd Extension Project	12570172
02024070-02	TOM - Operations	Tangerine Rd Extension Project	06590122
02024071-02	TOM - Operations	Tangerine Rd Extension Project	06590128
02024072-02	TOM - Operations	Tangerine Rd Extension Project	06590121
02024104-02	TOM - Operations	Tangerine Rd Extension Project	06590127
02024127-02	TOM - Operations	Tangerine Rd Extension Project	06282029
02024128-02	TOM - Operations	Tangerine Rd Extension Project	05274885
02024129-02	TOM - Operations	Tangerine Rd Extension Project	05274884
02024130-02	TOM - Operations	Tangerine Rd Extension Project	05274881
02024136-02	TOM - Operations	Tangerine Rd Extension Project	06282052
02024137-02	TOM - Operations	Tangerine Rd Extension Project	12570175
02024138-02	TOM - Operations	Tangerine Rd Extension Project	12570174
02024139-02	TOM - Operations	Tangerine Rd Extension Project	12570171
02024225-01	TOM - Park	Heritage Park	10242267
02024294-02	TOM - Park	Heritage Park	08186857
02023318-02	Rancho Marana Comm. Assoc	Tangerine Farms Rd	80536612
02023679-02	Rancho Marana Comm. Assoc.	Temple Dr	10242688
02023680-02	Rancho Marana Comm. Assoc.	Tangerine Farms & Thomas Arron	16260981



A3

Council-Regular Meeting

Meeting Date: 08/16/2022

To: Mayor and Council

Submitted For: David Udall, Interim Town Clerk

From: Cherry L. Lawson, Town Clerk

Date: August 16, 2022

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2022-089: Relating to Elections; declaring and adopting the results of the Town of Marana primary election held on August 2, 2022 (David Udall)

Discussion:

Pursuant A.R.S. § 16-646, the governing body of a city or town must enter on the official record of the city or town the official canvass of the votes after a primary or general election. Per A.R.S. § 16-642, this must take place not less than six days nor more than 20 days following the election.

The Pima County Official Canvass of the primary election was not available at the time this item was prepared for the Council packet. Staff anticipates that the official canvass from Pima County Elections Department will be available no later than the meeting date of August 16, 2022, and will be presented to Council for its approval at that time, as necessary.

Staff Recommendation:

Staff recommends Council approval of the Official Canvass of the vote for the primary election held on August 2, 2022, when it is presented to Council on August 16, 2022.

Suggested Motion:

I move to adopt Resolution No. 2022-089, declaring and adopting the results of the Town of Marana primary election held on August 2, 2022.

Attachments

Resolution No. 2022-089

Official Canvass Town of Marana Primary Election

MARANA RESOLUTION NO. 2022-089

RELATING TO ELECTIONS; DECLARING AND ADOPTING THE RESULTS OF THE TOWN OF MARANA PRIMARY ELECTION HELD ON AUGUST 2, 2022

WHEREAS the Town of Marana, Pima County, Arizona, did hold a primary election on the 2nd day of August 2022, for the election of four Council Members; and

WHEREAS the election returns have been presented to and have been canvassed by the Town Council.

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

SECTION 1. That the total number of ballots cast at said primary election, as confirmed by the Pima County Elections Department, was 14,385.

SECTION 2. That the total number of ballots rejected at the countywide at the August 2, 2022 Pima County consolidated primary election, as confirmed by the Pima County Elections Department, was 923.

SECTION 3. That the total number of votes cast in each contest at said primary election, as confirmed by the Pima County Elections Department, was as follows:

<u>Office</u>	<u>Votes Cast</u>
Council Member	46,180

SECTION 4. That the votes cast for the candidates for Council Member were as follows:

<u>Name</u>	<u>Vote Total</u>
Patrick Cavanaugh	6,454
Patti Comerford	6,914
Mark Johnson	6,206
Herb Kai	7,345
Tim Kosse	5,396
John Officer	6,510
Jon Post	7,228
Write-In Candidates	127

SECTION 5. That it is hereby found, determined and declared of record, that the following candidates did receive more than one-half of the total number of valid votes cast, and if more candidates received a majority of the votes than there are offices to be filled, the following candidates received the highest number of votes pursuant to the calculations governed by Chapter 2-2 of the Marana Town Code and A.R.S. § 9-821.01, and are hereby declared elected and issued certificates of election:

Council Member – Patti Comerford

Council Member – Herb Kai

Council Member – John Officer

Council Member – Jon Post

SECTION 6. Pursuant to A.R.S. § 16-646(D), the certified permanent copy of the official canvass for all offices of the August 2, 2022 primary election shall be filed with the Town Clerk, who shall maintain and preserve it as a permanent public record.

SECTION 7. This resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED BY THE Mayor and Council of the Town of Marana, Arizona, this 16th day of August 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Interim Town Clerk

Jane Fairall, Town Attorney

Official Canvass

Town of Marana Primary Election August 2, 2022

Pima County Elections Department
6550 S. Country Club Road
Tucson, AZ 85756
tel. 520-724-6830



ELECTIONS DEPARTMENT

PIMA COUNTY GOVERNMENT

6550 S. COUNTRY CLUB ROAD, TUCSON, AZ 85756

(520) 724-6830 FAX (520) 724-6870

August 12, 2022

In accordance with Arizona Revised Statutes, Title 16, I hereby certify the enclosed tabulation is a full, true and correct copy of the Returns of the Primary Election held pursuant to Arizona Constitution, Article 7 and Arizona Revised Statutes Title 9 and 16 in and for Pima County, Arizona on August 2, 2022. This tabulation includes all early ballots and verified provisional ballots cast at said election.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Constance Hargrove", followed by a long horizontal line extending to the right.

Constance Hargrove,
Director Pima County
Elections

**CANVASS INFORMATION
PRIMARY ELECTION
AUGUST 2, 2022**

RECORDERS OFFICE EARLY BALLOTS PROCESSED

197,323 – Total Ballots Received
196,630 - Ballots Signature Verified
6 – Ballots Redlined before Tabulation
196,624 – Ballots Counted
693 – Ballots Rejected

ELECTIONS OFFICE EARLY BALLOTS PROCESSED

196,624 - Ballots Processed
196,624 - Counted
0 - Rejected

PROVISIONAL BALLOTS PROCESSED

4,333 - Ballots Received
4,121 - Ballots Signature Verified & Counted
212 - Ballots Uncounted & Rejected
11 - Verified with no ballot in Provisional Envelope

CONDITIONAL BALLOTS PROCESSED

35 - Ballots Received
17 - Ballots Verified & Counted
18 - Ballots Uncounted & Rejected

2022 PRIMARY ELECTION

Issued & Conclusion Reason Totals

Issued Reason	Counted?	Conclusion	Total
ISSUED AN EARLY BALLOT	Yes	COUNT FEDERAL ONLY	10
CONFIDENTIAL RECORD	Yes	COUNTED	7
DATA ENTRY OR SYSTEM ERROR	Yes	COUNTED	1
ID ISSUE	Yes	COUNTED	51
ISSUED AN EARLY BALLOT	Yes	COUNTED	3615
MOVED WITHOUT UPDATING	Yes	COUNTED	131
MVD PARTY CHANGE	Yes	COUNTED	1
NAME CHANGE	Yes	COUNTED	2
NEEDS DUPLICATION PROCESS	Yes	COUNTED	110
POLL WORKER ERROR	Yes	COUNTED	46
VOTE CENTER ISSUE	Yes	COUNTED	146
VOTER NOT REGISTERED	Yes	COUNTED	1
ID ISSUE	No	COULD NOT CONFIRM IDENTITY	1
ISSUED AN EARLY BALLOT	No	COULD NOT CONFIRM IDENTITY	1
ISSUED AN EARLY BALLOT	No	DIFFERENT PARTY	6
NOT ELIGIBLE PARTY	No	DIFFERENT PARTY	2
POLL WORKER ERROR	No	DIFFERENT PARTY	3
ISSUED AN EARLY BALLOT	No	NOT ELIGIBLE PARTY	1
VOTED TWICE	No	NOT ELIGIBLE PARTY	1
ISSUED AN EARLY BALLOT	No	PROVISIONAL NOT SIGNED	4
MOVED WITHOUT UPDATING	No	PROVISIONAL NOT SIGNED	1
REGISTERED AFTER CUT OFF	No	REGISTERED AFTER CUTOFF DATE	75
VOTER NOT REGISTERED	No	REGISTERED AFTER CUTOFF DATE	3
REGISTRATION CANCELLED	No	REGISTRATION CANCELLED	23

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Page 1 of 2

2022 PRIMARY ELECTION

Issued & Conclusion Reason Totals

Issued Reason	Counted?	Conclusion	Total
VOTER NOT REGISTERED	No	REGISTRATION CANCELLED	3
ISSUED AN EARLY BALLOT	No	VOTED EARLY BALLOT	20
VOTED TWICE	No	VOTED EARLY BALLOT	8
CONFIDENTIAL RECORD	No	VOTED MULTIPLE BALLOTS	1
POLL WORKER ERROR	No	VOTED MULTIPLE BALLOTS	6
VOTED TWICE	No	VOTED MULTIPLE BALLOTS	12
VOTER NOT REGISTERED	No	VOTER NOT REGISTERED	38
ISSUED AN EARLY BALLOT	No	WRONG JURISDICTION	1
MOVED WITHOUT UPDATING	No	WRONG JURISDICTION	2

Provisional Total: 4333

DATA ENTRY OR SYSTEM ERROR	Yes	COUNTED	2
ID ISSUE	Yes	COUNTED	4
ISSUED AN EARLY BALLOT	Yes	COUNTED	6
NEEDS DUPLICATION PROCESS	Yes	COUNTED	3
POLL WORKER ERROR	Yes	COUNTED	1
VOTE CENTER ISSUE	Yes	COUNTED	1
ID ISSUE	No	NO IDENTIFICATION PROVIDED	6
ISSUED AN EARLY BALLOT	No	NO IDENTIFICATION PROVIDED	1
REGISTERED AFTER CUT OFF	No	REGISTERED AFTER CUTOFF DATE	1
REGISTRATION CANCELLED	No	REGISTRATION CANCELLED	2
VOTER NOT REGISTERED	No	VOTER NOT REGISTERED	8

Conditional Provisional Total: 35

Grand Total: 4368

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Page 2 of 2

EARLY BALLOT REQUESTS
2022 PRIMARY ELECTION, August 2, 2022

PARTY	DEM	REP	LIB	UNKNOWN	CITY/TOWN ONLY
IND	2,840	3,279	0	1	135
PND	6,564	6,533	1	0	395
TOTAL	9,404	9,812	1	0	530

Information presented was generated from the Pima County Recorder's Office Voter Registration & Early Voting Database. Totals reflect the number of ballots issued during the early voting period from 07/06/2022 through 08/01/2022.



ELECTIONS DEPARTMENT

PIMA COUNTY GOVERNMENT

6550 S. COUNTRY CLUB ROAD, TUCSON, AZ 85756

(520) 724-6830

FAX (520) 724-6870

June 6th, 2022

The Honorable Katie Hobbs
Secretary of State
State Capitol - West Wing
1700 W. Washington
Phoenix, AZ 85007

Dear Secretary Hobbs:

Pursuant to A.R.S. 16-445, the Pima County Department of Elections, is filing a backup of the EMS Software and Database that is going to be used on the August 2, 2022 Primary Election.

If you have any questions, feel free to contact me at (520) 724-6868.

Sincerely,

A handwritten signature in black ink, appearing to read "Constance Hargrove", with a long horizontal line extending to the right.

Constance Hargrove, Director
Pima County Division of Elections

ADDITIONAL REPORTING FORMS

Equipment, Software, Firmware, and Hash Code Certification Statement

I, Constance Hargrove certify by affixing my signature to this document that all election equipment and firmware, as well as all election management system software to be used in the Primary Election to be held on August 2, 2022 IN Pima County has been certified for use by the Arizona Secretary of State and that I have compared the hash code on file with the National Institute of Science and Technology (NIST) or the Arizona Secretary of State's Office to the hash code of the election management system software to be used in this election and certify that the numbers are identical. The following is a list of the equipment, firmware, and election management system software to be used in the aforementioned election:

VOTING UNITS

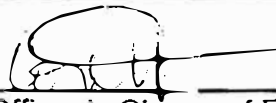
Manufacturer	Model	Firmware Version
<u>Election Systems & Software</u>	<u>ExpressVote</u>	<u>2.4.5.1</u>
<u></u>	<u></u>	<u>1.5.2.1</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

CENTRAL COUNT UNITS

Manufacturer	Model	Firmware Version
<u>Election Systems & Software</u>	<u>DS850 Version 1.0</u>	<u>2.4.0.0</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

ELECTION MANAGEMENT SOFTWARE

Manufacturer	Product Name	Version
<u>Election Systems & Software</u>	<u>Election Systems & Software Voting System</u>	<u>6.0.4.0</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>



Officer in Charge of Elections Signature

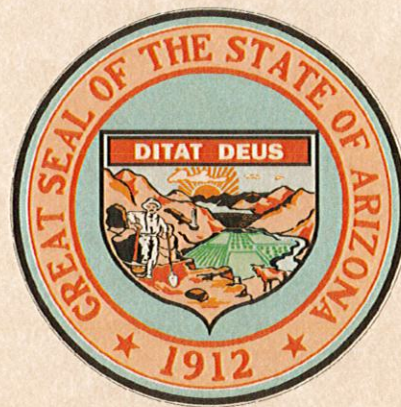
5/27/22

Date

Revised

State of Arizona

DEPARTMENT OF STATE
Office of the Secretary of State



2022 Statewide Primary Election

Logic & Accuracy Equipment Certificate

Pursuant to Arizona Revised Statute § 16-449, the Arizona Secretary of State's Office has completed the required logic and accuracy testing and certifies that the voting equipment, including accessible voting and tabulation equipment, in Pima County met the requirements for logic and accuracy testing standards on July 5, 2022.

Secretary of State's Office Representatives:

Alli Bones 7/5/2022
Signature and Date

Christa Dyster 7/5/22
Signature and Date

POLITICAL PARTY TEST
CERTIFICATION FORM

CENTRAL COUNT TEST

We the undersigned do hereby certify that a Test was held for the

August 2, 2022 Primary Election

on the

1st day of July, 2022 at 4:30pm
(day) (Month) (Year) (Time)

and that the EVS System's precinct and
summary report match the printouts and the pre-audit reports.



Member's Signature

Elaine Y. Lim

Member's Signature



Member's Signature



Member's Signature

POLITICAL PARTY TEST
CERTIFICATION FORM

ELECTION LOGIC AND ACCURACY
POST TEST

We the undersigned do hereby certify that a Logic and Accuracy Test was held for the

August 2, 2022 Primary Election

11 day of August, 2022 at 5:16 p.m.
(day) (Month) (Year) (Time)

and that EVS System's central count summary report matches the pre-audited results.
Prepared pursuant to A.R.S. § 16-445.

Barbara Telman, Democrat

Member's Signature

Member's Signature

[Signature] COP OBSERVER

Member's Signature

Member's Signature

Member's Signature

Member's Signature

Vote Center Locations

August 2, 2022

Primary Election

Official Vote Center List

8/11/2022 10:41:23 AM

Primary Election August 2, 2022

VC 001
ACCELERATED ELEMENTARY & SECONDARY
SCHOOL
MULTIPURPOSE ROOM
5245 N. CAMINO DE OESTE

VC 004
AMBASSADOR EVENT CENTER

HALL
3455 S WILMOT ROAD

VC 007
THE GOOD SHEPERD UNITED CHURCH

REDMAN ROOM
17750 S. LA CAÑADA DR.

VC 010
AUSD - DONALDSON ELEMENTARY SCHOOL

GYMNASIUM
2040 W OMAR DRIVE

VC 013
BABOQUIVARI DISTRICT OFFICE

MAIN OFFICE
FEDERAL ROUTE 19 & FRESNAL CANYON ROAD

VC 016
CANOA RANCH RECREATION CENTER

AMADO ROOM
5750 S TURQUOISE MOUNTAIN DRIVE

VC 019
CASA PALOMA I RECREATION CENTER

RECREATION ROOM
400 W CIRCULO DEL PALADIN

VC 022
CHRIST LUTHERAN VAIL CHURCH

SANCTUARY ROOM
14600 E COLOSSAL CAVE ROAD

VC 025
CLEMENTS REGIONAL CENTER

MULTI-PURPOSE
8155 E POINCIANA DRIVE

VC 002
AJO FEDERATED CHURCH

SOCIAL HALL
101 WEST LOMITA AVENUE

VC 005
VUSD - COTTONWOOD ELEMENTARY SCHOOL

LIBRARY
9950 REES LOUP RD

VC 008
ARIVACA OLD SCHOOL BUILDING

OLD SCHOOL HOUSE
17180 W 4TH STREET

VC 011
AUSD - RIO VISTA ELEMENTARY SCHOOL

GYMNASIUM
1351 E LIMBERLOST DRIVE

VC 014
BEAUTIFUL SAVIOR LUTHERAN CHURCH

FELLOWSHIP HALL
7570 N THORNYDALE ROAD

VC 017
CANYON DEL ORO ASSEMBLY OF GOD

FOYER
2950 W LAMBERT LANE

VC 020
CASAS ADOBES BAPTIST CHURCH

PALO VERDE ROOM
10801 N LA CHOLLA BOULEVARD

VC 023
CHUKUT KUK DISTRICT

MIGUEL COMMUNITY BUILDING
FEDERAL ROUTE 19, MILE POST 8, MIGUEL COMMUN

VC 026
CONTINENTAL RANCH COMMUNITY CENTER

COMMUNITY CENTER
8881 N COACHLINE BOULEVARD

VC 003
ALIVE CHRISTIAN FELLOWSHIP

LOBBY
9662 N LA CHOLLA BOULEVARD

VC 006
AMERICAN LEGION SAHUARO POST #68

LEGION MAIN BALLROOM
4724 S 12TH AVENUE

VC 009
ARMORY PARK CENTER

QUIET ROOM
220 S 5TH AVENUE

VC 012
AVRA VALLEY FIRE DISTRICT

CLASSROOM
15790 W SILVERBELL ROAD

VC 015
BETHEL BAPTIST CHURCH

FELLOWSHIP HALL
11040 E ESCALANTE ROAD

VC 018
CANYON DEL ORO BIBLE CHURCH

CHAPEL HALL
9200 N ORACLE ROAD

VC 021
CATALINA COMMUNITY CENTER

RECREATION ROOM
16562 NORTH ORACLE ROAD

VC 024
CHURCH OF THE PAINTED HILLS

SANCTUARY
3295 W SPEEDWAY BOULEVARD

VC 027
WOODS MEMORIAL LIBRARY

LARGE MEETING ROOM
3455 N. 1ST AVE.

VC 028 DESERT HILLS CENTER AUDITORIUM 2,400 SQ FT 2980 S CAMINO DEL SOL	VC 029 DESERT SPRINGS BAPTIST CHURCH MULTIPURPOSE ROOM 10425 N THORNYDALE ROAD	VC 030 DESERT SPRINGS PRESBYTERIAN CHURCH SANCTUARY 1555 W OVERTON ROAD
VC 031 DONNA R LIGGINS NEIGHBORHOOD CENTER MULTIPURPOSE ROOM 1,2,3 2160 N 6TH AVENUE	VC 032 TUCSON CONVENTION CENTER MARICOPA & MOHAVE MEETING 260 S. CHURCH AVE.	VC 033 DOVE OF PEACE LUTHERAN CHURCH LIBRARY 665 W ROLLER COASTER ROAD
VC 034 EAST SOCIAL CENTER AUDITORIUM 7 S ABERGO DRIVE	VC 035 EL PUEBLO SENIOR CENTER SENIOR CENTER BUILDING, MULTIPURPOSE ROOM 101 W IRVINGTON ROAD	VC 036 ELLIE TOWN FLOWING WELLS COMMUNITY CENTER MULTIPURPOSE ROOM 2 & 3 1660 W RUTHRAUFF ROAD
VC 037 EMBASSY SUITES BY HILTON TUCSON EAST MISSION 1&11 BALLROOM 6555 E SPEEDWAY BOULEVARD	VC 038 EMBASSY SUITES TUCSON-PALOMA VILLAGE LA PALOMA BALLROOM 3110 E SKYLINE DRIVE	VC 039 NANINI BRANCH PUBLIC LIBRARY LARGE MEETING ROOM 7300 N SHANNON ROAD
VC 040 BEST WESTERN INTERNATIONAL AIRPORT HOTEL & SUITES ARIZONA BALLROOM 6801 S. TUCSON BLVD	VC 041 GLAD TIDINGS ASSEMBLY OF GOD CHURCH FELLOWSHIP HALL 600 N KOLB ROAD	VC 042 GRACE COMMUNITY COVENANT CHURCH MULTIPURPOSE ROOM 9755 N LA CHOLLA BOULEVARD
VC 043 GU ACHI DISTRICT SANTA ROSA MULTIPURPOSE BUILDING SANTA ROSA COMMUNITY	VC 044 GU VO DISTRICT OFFICE COMPOUND GU VO DISTRICT COMPOUND CONFERENCE ROOM INDIAN ROUTE 1, MILE POST 19, GU VO VILLAGE	VC 045 DUSENBERRY-RIVER LIBRARY LARGE MEETING ROOM 5605 E. RIVER RD #105
VC 046 HICKIWAN DISTRICT KIOHOD TONLIK KI VAYA CHIN VILLAGE	VC 047 HILTON GARDEN INN MULTIPURPOSE ROOM 6575 S COUNTRY CLUB ROAD	VC 048 HILTON TUCSON EAST ROSEWOOD C 7600 E BROADWAY BOULEVARD
VC 049 HOPE CHURCH EDUCATION CENTER (YOUTH BUILDING) 3353 N HOUGHTON ROAD	VC 050 TUSD - DAVIS ELEMENTARY GYM 500 W SAINT MARY'S ROAD	VC 051 SAM LENA LIBRARY LARGE MEETING ROOM 1607 S 6TH AVENUE
VC 052 JOURNEY CHURCH HALL 4700 N SWAN ROAD	VC 053 KINO SPORTS COMPLEX/ EVENT CENTER CATALINA & RINCON ROOMS 2805 E AJO WAY	VC 054 ECKSTROM-COLUMBUS LIBRARY LARGE MEETING ROOM 4350 E 22ND STREET
VC 055 KIRK-BEAR CANYON LIBRARY LARGE MEETING ROOM 8959 E. TANQUE VERDE RD.	VC 056 LAS CAMPANAS OCOTILLO & AGAVE ROOMS 565 W BELLTOWER DRIVE	VC 057 LORD OF GRACE LUTHERAN CHURCH MEETING ROOM 7250 N CORTARO ROAD

VC 058
LUTHERAN CHURCH OF THE FOOTHILLS

ACTIVITIES ROOM
5102 N CRAYCROFT ROAD

VC 061
MARYMAR EVENTS

HALL - 200 PEOPLE CAPACITY
2264 E BENSON HIGHWAY

VC 064
MT. LEMMON COMMUNITY CENTER

RECREATION ROOM
12949 N SABINO CANYON PARK, MT LEMMON

VC 067
MUSD - ROADRUNNER ELEMENTARY SCHOOL

AM STAGE
16651 WEST CALLE CARMELA

VC 070
ORO VALLEY CHURCH OF THE NAZARENE

FELLOWSHIP HALL
500 W CALLE CONCORDIA

VC 073
RICHEY RESOURCE CENTER

RICHEY FACILITY
2209 N 15TH AVENUE

VC 076
PIMA COUNTY FAIRGROUNDS

THURBER HALL
11300 S HOUGHTON ROAD

VC 079
DOUBLETREE SUITES BY HILTON TUCSON
WILLIAMS CENTER
SAGUARO/KACHINA/CATALINA ROOM
5335 E BROADWAY BOULEVARD

VC 082
ROBLES RANCH COMMUNITY CENTER

COMMUNITY CENTER
16150 W AJO WAY

VC 085
SAHUARO BAPTIST CHURCH

AARON HALL
10361 E OLD SPANISH TRAIL

VC 059
MARANA MUNICIPAL COMPLEX

MARANA POLICE DEPT. COMMUNITY ROOM
11555 W CIVIC CENTER

VC 062
MORRIS K. UDALL REGIONAL CENTER

MULTI-PURPOSE
7200 E TANQUE VERDE ROAD

VC 065
MT. ZION LUTHERAN CHURCH

FELLOWSHIP HALL
4520 W AJO WAY

VC 068
NEW SPIRIT CHURCH

HALL
8701 E OLD SPANISH TRAIL

VC 071
ORO VALLEY COUNTY CLUB

PUSCH RIDGE BALLROOM
300 W GREENOCK DRIVE

VC 074
PASCUA YAQUI TRIBE WELLNESS CENTER

AZUL ROOM (BLUE)
5305 CALLE TORIM

VC 077
PISINEMO DISTRICT

PININEMO ELDERLY CENTER
WEST HIGHWAY 86, ROUTE 21

VC 080
LA QUINTA INN& SUITES TUCSON REID PARK

MONTEZUMA BALLROOM
102 N ALVERNON WAY

VC 083
CHARRON VINEYARD & WINERY

SUN ROOM
18585 S. SONOITA HWY

VC 086
COUNTRYSIDE COMMUNITY CLUB

REC ROOM
9151 N BALD EAGLE

VC 060
EL MEZQUITE SALON DE EVENTOS

TBD
7130 S. NOGALES HWY

VC 063
MOUNT OLIVE LUTHERAN CHURCH

FELLOWSHIP HALL
2005 S HOUGHTON ROAD

VC 066
MUSD - MARANA HIGH SCHOOL

LIBRARY CLASSROOM
12000 W EMIGH ROAD

VC 069
ORANGE GROVE MOBILE ESTATES

CLUBHOUSE
3635 W. MANGO DRIVE

VC 072
OUR LADY OF FATIMA PARISH

FELLOWSHIP
1950 W IRVINGTON PLACE

VC 075
PICTURE ROCKS COMMUNITY CENTER

MULTIPURPOSE ROOM
5615 N SANDERS ROAD

VC 078
RAMADA BY WYNDHAM

LARGER MEETING ROOM
777 W CUSHING STREET

VC 081
REDEEMER EVANGELICAL LUTHERAN CHURCH &
SCHOOL
MINISTRY CENTER
8845 N SILVERBELL ROAD

VC 084
KNIGHT OF COLUMBUS

LARGE BANQUET ROOM
601 S TUCSON BOULEVARD

VC 087
SAINT MATTHEW'S EPISCOPAL CHURCH

MATTS PLACE
9071 E OLD SPANISH TRAIL

VC 088 SAN XAVIER DISTRICT SAN XAVIER DISTRICT CENTER 2018 SAN XAVIER ROAD	VC 089 SANDARIO BAPTIST CHURCH HALL 6971 N SANDARIO ROAD	VC 090 SANTA CATALINA CATHOLIC CHURCH PARISH HALL 14380 N ORACLE ROAD
VC 091 SANTA CRUZ VALLEY UNITED METHODIST CHURCH SANCTUARY 71 E SAHUARITA ROAD	VC 092 SCHUK TOAK DISTRICT OFFICE LARGE CONFERENCE ROOM HIGHWAY 86, MILE POST 126.5	VC 093 SELLS DISTRICT OFFICE CONFERENCE ROOM ARIZONA HIGHWAY 86 AND MILE POST 112
VC 094 SERENITY BAPTIST CHURCH WORSHIP AREA 15501 WEST AJO WAY, THREE POINTS	VC 095 SHERATON TUCSON HOTEL SABINO ROOM 5151 E GRANT ROAD	VC 096 SIERRITA MINING AND RANCHING CO. COMMUNITY BUILDING COMMUNITY BUILDING 10094 W MCGEE RANCH ROAD
VC 097 SAHUARITA TOWN HALL TOWN CONCIL CHAMBERS 375 W. SAHUARITA CENTER WAY	VC 098 ST. ALBAN'S EPISCOPAL CHURCH PARISH HALL 3738 N OLD SABINO CANYON ROAD	VC 099 ST. JOHN ON THE DESERT PRESBYTERIAN CHURCH FELLOWSHIP HALL 2695 N HOUGHTON ROAD
VC 100 AUSD-RICHARD WILSON K-8 GYM 2330 W. GLOVER	VC 101 ST. PAUL'S UNITED METHODIST CHURCH BRUMMETT HALL 8051 E BROADWAY BOULEVARD	VC 102 ST. THOMAS THE APOSTLE CATHOLIC CHURCH O'LEARY HALL 5150 N VALLEY VIEW ROAD
VC 103 SUN CITY ORO VALLEY - CATALINA VISTA MT. LEMMON ROOM 14055 N DEL WEBB BOULEVARD	VC 104 SUSD - SOPORI ELEMENTARY SCHOOL GYMNASIUM 5000 W ARIVACA ROAD	VC 105 THE CHURCH OF LATTER DAY SAINTS GYM 55 W ARROWSMITH DRIVE
VC 106 THE SPRINGS AT SANTA RITA THE ANZA 951 W VIA RIO FUERTE	VC 107 ORO VALLEY PUBLIC LIBRARY LARGE MEETIN ROOM 1305 W. NARANJA DR.	VC 108 TUCSON ESTATES MULTIPURPOSE HALL 5900 W WESTERN WAY CIRCLE
VC 109 TUCSON EXPO CENTER NORTH HALL 3750 E IRVINGTON ROAD	VC 110 TUCSON FOP LODGE #1 HALL 3445 N DODGE BOULEVARD	VC 111 TUCSON MOUNTAIN BAPTIST CHURCH ROOM 108 5757 W AJO HIGHWAY
VC 112 VALENCIA BRANCH PUBLIC LIBRARY LARGE MEETING ROOM 202 W VALENCIA ROAD	VC 113 VIDA NUEVA CHURCH OF GOD SWITCH 504 W NEBRASKA STREET	VC 114 VUSD - CIENEGA HIGH SCHOOL LIBRARY 12775 E MARY ANN CLEVELAND WAY
VC 115 VUSD - COPPER RIDGE ELEMENTARY SCHOOL LIBRARY 17650 S CANYON EDGE TRAIL	VC 116 VUSD - DESERT SKY MIDDLE SCHOOL GYM FOYER 9850 E RANKIN LOOP	VC 117 VUSD - OCOTILLO RIDGE ELEMENTARY SCHOOL LIBRARY 10170 SOUTH WHITE LIGHTNING LANE

VC 118

VUSD - SYCAMORE ELEMENTARY SCHOOL

LIBRARY

16701 S HOUGHTON RD

VC 121

SANTACRUZ LUTHERAN CHURCH

FELLOWSHIP HALL

6809 S. CARDINAL AVE.

VC 124

MILLER- GOLFLINKS LIBRARY

MEETING ROOM

9640 E GOLFLINKS ROAD

VC 127

FIRST UNITED METHODIST CHURCH

ARIZONA ROOM

915 E 4TH STREET

VC 119

WESTWARD LOOK RESORT

SONORAN BALLROOM

245 E INA ROAD

VC 122

WHY DOMESTIC WATER IMPROVEMENT DISTRICT

WHY COMMUNITY BUILDING

341 S SONOITA WAY, HIGHWAY 85 SOUTH

VC 125

GATES PASS COMMUNITY CHURCH

FELLOWSHIP HALL

1895 W SPEEDWAY BOULEVARD

VC 128

FAITH CHRISTIAN FELLOWSHIP

FOYER

3141 W IRONWOOD HILLS DRIVE

VC 120

SUSD - SUMMIT VIEW ELEMENTARY SCHOOL

CAFETERIA

1900 E SUMMIT STREET

VC 123

HIS PRESENCE CHURCH ARIZONA

FELLOWSHIP HALL

4108 E NORTH STREET

VC 126

FRED ARCHER NEIGHBORHOOD CENTER

ROOM 133

1665 S LA CHOLLA BOULEVARD

VC 129

TUSD-TOLSON ELEMENTARY

TBD

1000 S. GREASEWOOD

Write-In Information

**There are no official
write-in candidates for
this jurisdiction**

**August 2, 2022
Primary Election**

Proposition Text

There are no
propositions for the
August 2, 2022
Primary Election

Election Summary Results

**August 2, 2022
Primary Election**

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

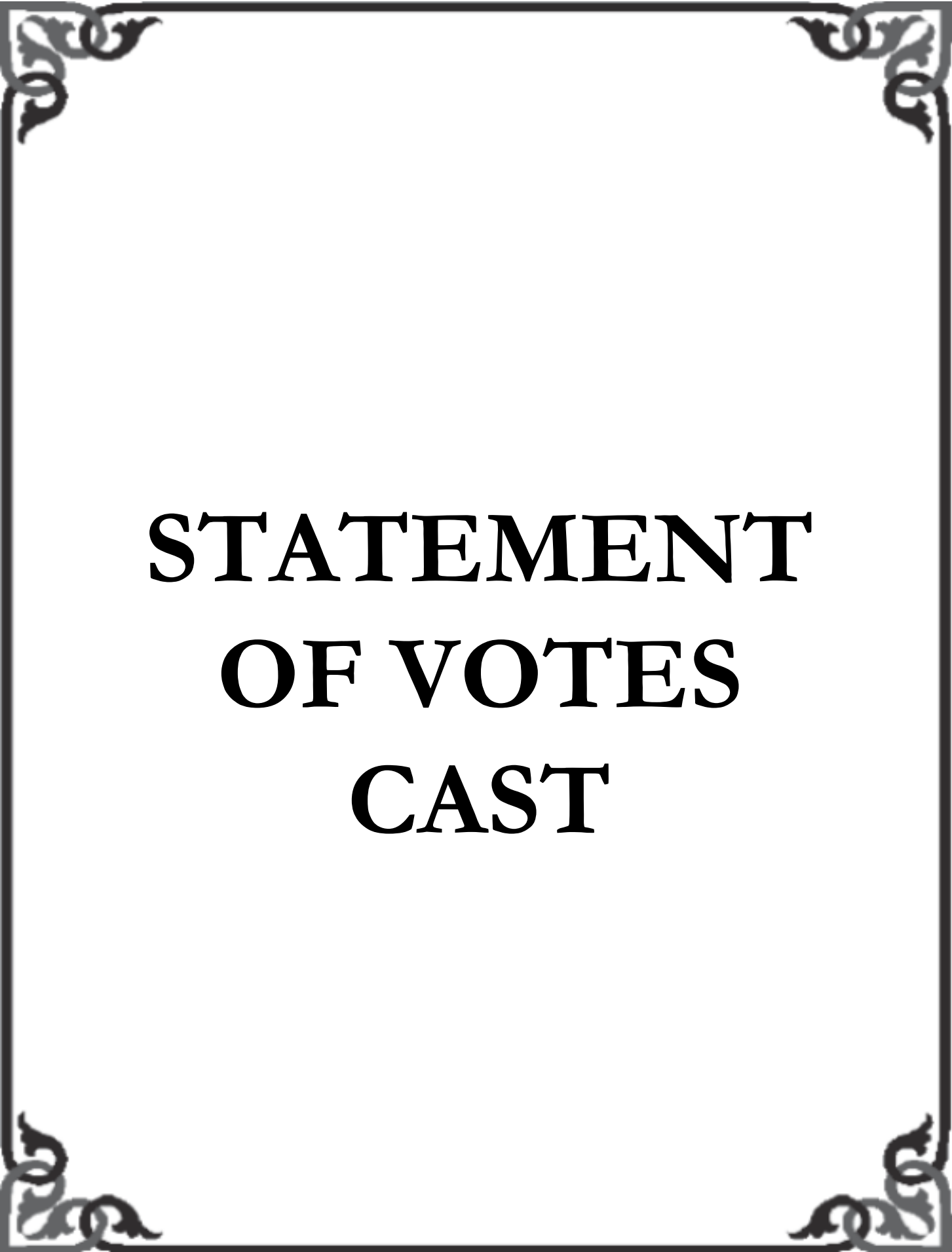
Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Election Day Precincts Reporting	278 of 278	278	0	278
Registered Voters - NONPARTISAN	199,227			
Ballots Cast -	14,385	2,003	12,103	279

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	6,454	661	5,685	108
COMERFORD, PATTI	6,914	1,032	5,770	112
JOHNSON, MARK	6,206	613	5,510	83
KAI, HERB	7,345	1,101	6,128	116
KOSSE, TIM	5,396	526	4,788	82
OFFICER, JOHN	6,510	1,073	5,322	115
POST, JON	7,228	1,177	5,920	131
Write-In Totals	127	31	92	4
Not Assigned	127	31	92	4
Total Votes Cast	46,180	6,214	39,215	751
Overvotes	84	4	76	4
Undervotes	11,276	1,794	9,121	361
Contest Totals	57,540	8,012	48,412	1,116



STATEMENT OF VOTES CAST

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

006 .1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	4,230			
Ballots Cast - Total	1,302	251	1,013	38
Voter Turnout - Total	30.78%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	463	64	383	16
COMERFORD, PATTI	734	152	565	17
JOHNSON, MARK	450	66	376	8
KAI, HERB	749	155	577	17
KOSSE, TIM	369	51	306	12
OFFICER, JOHN	744	183	544	17
POST, JON	822	190	610	22
Write-In Totals	15	3	9	3
Not Assigned	15	3	9	3
Total Votes Cast	4,346	864	3,370	112
Overvotes	16	4	8	4
Undervotes	846	136	674	36
Contest Totals	5,208	1,004	4,052	152

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

006 .2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	4,230			
Ballots Cast - Total	4	0	4	0
Voter Turnout - Total	0.09%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	3	0	3	0
JOHNSON, MARK	1	0	1	0
KAI, HERB	4	0	4	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	4	0	4	0
POST, JON	4	0	4	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	16	0	16	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	16	0	16	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

014.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	3,920			
Ballots Cast - Total	1,369	204	1,144	21
Voter Turnout - Total	34.92%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	591	75	511	5
COMERFORD, PATTI	682	106	568	8
JOHNSON, MARK	565	68	493	4
KAI, HERB	733	111	610	12
KOSSE, TIM	487	59	424	4
OFFICER, JOHN	639	96	535	8
POST, JON	693	97	588	8
Write-In Totals	11	5	6	0
Not Assigned	11	5	6	0
Total Votes Cast	4,401	617	3,735	49
Overvotes	0	0	0	0
Undervotes	1,075	199	841	35
Contest Totals	5,476	816	4,576	84

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

014.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	3,920			
Ballots Cast - Total	9	0	9	0
Voter Turnout - Total	0.23%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	5	0	5	0
COMERFORD, PATTI	4	0	4	0
JOHNSON, MARK	6	0	6	0
KAI, HERB	6	0	6	0
KOSSE, TIM	2	0	2	0
OFFICER, JOHN	3	0	3	0
POST, JON	6	0	6	0
Write-In Totals	2	0	2	0
Not Assigned	2	0	2	0
Total Votes Cast	34	0	34	0
Overvotes	0	0	0	0
Undervotes	2	0	2	0
Contest Totals	36	0	36	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

015.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

015.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

035 .1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

035 .2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

040 .1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	419			
Ballots Cast - Total	141	12	126	3
Voter Turnout - Total	33.65%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	70	8	60	2
COMERFORD, PATTI	59	6	52	1
JOHNSON, MARK	69	5	62	2
KAI, HERB	55	4	50	1
KOSSE, TIM	56	2	53	1
OFFICER, JOHN	65	6	58	1
POST, JON	74	8	64	2
Write-In Totals	3	1	1	1
Not Assigned	3	1	1	1
Total Votes Cast	451	40	400	11
Overvotes	0	0	0	0
Undervotes	113	8	104	1
Contest Totals	564	48	504	12

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

040 .2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	419			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

079 .1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

079 .2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

104.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	3,854			
Ballots Cast - Total	1,553	224	1,301	28
Voter Turnout - Total	40.30%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	725	77	633	15
COMERFORD, PATTI	765	104	648	13
JOHNSON, MARK	676	70	597	9
KAI, HERB	779	116	655	8
KOSSE, TIM	603	59	536	8
OFFICER, JOHN	673	103	559	11
POST, JON	745	121	614	10
Write-In Totals	11	0	11	0
Not Assigned	11	0	11	0
Total Votes Cast	4,977	650	4,253	74
Overvotes	4	0	4	0
Undervotes	1,231	246	947	38
Contest Totals	6,212	896	5,204	112

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

104.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	3,854			
Ballots Cast - Total	9	0	9	0
Voter Turnout - Total	0.23%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	8	0	8	0
COMERFORD, PATTI	6	0	6	0
JOHNSON, MARK	4	0	4	0
KAI, HERB	4	0	4	0
KOSSE, TIM	3	0	3	0
OFFICER, JOHN	3	0	3	0
POST, JON	4	0	4	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	32	0	32	0
Overvotes	0	0	0	0
Undervotes	4	0	4	0
Contest Totals	36	0	36	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

115.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	4,790			
Ballots Cast - Total	2,127	316	1,774	37
Voter Turnout - Total	44.40%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	919	100	811	8
COMERFORD, PATTI	1,079	168	897	14
JOHNSON, MARK	916	99	808	9
KAI, HERB	1,152	179	955	18
KOSSE, TIM	760	82	671	7
OFFICER, JOHN	1,012	182	813	17
POST, JON	1,078	188	873	17
Write-In Totals	8	2	6	0
Not Assigned	8	2	6	0
Total Votes Cast	6,924	1,000	5,834	90
Overvotes	20	0	20	0
Undervotes	1,564	264	1,242	58
Contest Totals	8,508	1,264	7,096	148

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

115.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	4,790			
Ballots Cast - Total	18	0	18	0
Voter Turnout - Total	0.38%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	10	0	10	0
COMERFORD, PATTI	7	0	7	0
JOHNSON, MARK	10	0	10	0
KAI, HERB	11	0	11	0
KOSSE, TIM	8	0	8	0
OFFICER, JOHN	8	0	8	0
POST, JON	9	0	9	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	63	0	63	0
Overvotes	0	0	0	0
Undervotes	9	0	9	0
Contest Totals	72	0	72	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

127.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	5,404			
Ballots Cast - Total	2,929	278	2,610	41
Voter Turnout - Total	54.20%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	1,622	126	1,477	19
COMERFORD, PATTI	1,168	119	1,033	16
JOHNSON, MARK	1,641	117	1,506	18
KAI, HERB	1,271	140	1,119	12
KOSSE, TIM	1,394	99	1,277	18
OFFICER, JOHN	1,093	120	959	14
POST, JON	1,215	137	1,057	21
Write-In Totals	21	10	11	0
Not Assigned	21	10	11	0
Total Votes Cast	9,425	868	8,439	118
Overvotes	4	0	4	0
Undervotes	2,287	244	1,997	46
Contest Totals	11,716	1,112	10,440	164

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

127.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	5,404			
Ballots Cast - Total	40	0	40	0
Voter Turnout - Total	0.74%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	27	0	27	0
COMERFORD, PATTI	14	0	14	0
JOHNSON, MARK	30	0	30	0
KAI, HERB	13	0	13	0
KOSSE, TIM	29	0	29	0
OFFICER, JOHN	10	0	10	0
POST, JON	13	0	13	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	136	0	136	0
Overvotes	0	0	0	0
Undervotes	24	0	24	0
Contest Totals	160	0	160	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

150.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	670			
Ballots Cast - Total	153	18	132	3
Voter Turnout - Total	22.84%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	64	6	56	2
COMERFORD, PATTI	74	8	64	2
JOHNSON, MARK	61	8	52	1
KAI, HERB	58	9	48	1
KOSSE, TIM	56	8	47	1
OFFICER, JOHN	53	10	43	0
POST, JON	71	12	58	1
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	437	61	368	8
Overvotes	0	0	0	0
Undervotes	175	11	160	4
Contest Totals	612	72	528	12

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

150.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	670			
Ballots Cast - Total	1	0	1	0
Voter Turnout - Total	0.15%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	1	0	1	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	1	0	1	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	1	0	1	0
POST, JON	1	0	1	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	4	0	4	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	4	0	4	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

175.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	3,224			
Ballots Cast - Total	1,024	178	808	38
Voter Turnout - Total	31.76%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	335	47	277	11
COMERFORD, PATTI	536	88	435	13
JOHNSON, MARK	286	40	236	10
KAI, HERB	618	108	493	17
KOSSE, TIM	282	45	228	9
OFFICER, JOHN	600	108	475	17
POST, JON	634	119	492	23
Write-In Totals	22	4	18	0
Not Assigned	22	4	18	0
Total Votes Cast	3,313	559	2,654	100
Overvotes	12	0	12	0
Undervotes	771	153	566	52
Contest Totals	4,096	712	3,232	152

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

175.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	3,224			
Ballots Cast - Total	4	0	4	0
Voter Turnout - Total	0.12%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	1	0	1	0
COMERFORD, PATTI	2	0	2	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	2	0	2	0
KOSSE, TIM	1	0	1	0
OFFICER, JOHN	3	0	3	0
POST, JON	4	0	4	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	13	0	13	0
Overvotes	0	0	0	0
Undervotes	3	0	3	0
Contest Totals	16	0	16	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

184.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	4,676			
Ballots Cast - Total	2,196	274	1,882	40
Voter Turnout - Total	46.96%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	973	87	869	17
COMERFORD, PATTI	1,029	128	885	16
JOHNSON, MARK	884	78	797	9
KAI, HERB	1,106	132	955	19
KOSSE, TIM	760	63	687	10
OFFICER, JOHN	957	134	808	15
POST, JON	1,128	153	956	19
Write-In Totals	16	1	15	0
Not Assigned	16	1	15	0
Total Votes Cast	6,853	776	5,972	105
Overvotes	20	0	20	0
Undervotes	1,911	320	1,536	55
Contest Totals	8,784	1,096	7,528	160

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

184.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	4,676			
Ballots Cast - Total	24	0	24	0
Voter Turnout - Total	0.51%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	15	0	15	0
COMERFORD, PATTI	11	0	11	0
JOHNSON, MARK	14	0	14	0
KAI, HERB	10	0	10	0
KOSSE, TIM	14	0	14	0
OFFICER, JOHN	9	0	9	0
POST, JON	10	0	10	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	83	0	83	0
Overvotes	0	0	0	0
Undervotes	13	0	13	0
Contest Totals	96	0	96	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

213.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	416			
Ballots Cast - Total	127	16	106	5
Voter Turnout - Total	30.53%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	58	3	54	1
COMERFORD, PATTI	65	9	54	2
JOHNSON, MARK	55	4	50	1
KAI, HERB	65	8	54	3
KOSSE, TIM	60	4	54	2
OFFICER, JOHN	41	6	35	0
POST, JON	58	8	49	1
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	402	42	350	10
Overvotes	0	0	0	0
Undervotes	106	22	74	10
Contest Totals	508	64	424	20

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

213.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	416			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

223.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	1,306			
Ballots Cast - Total	411	62	338	11
Voter Turnout - Total	31.47%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	166	20	143	3
COMERFORD, PATTI	190	32	154	4
JOHNSON, MARK	170	18	145	7
KAI, HERB	206	39	165	2
KOSSE, TIM	159	15	141	3
OFFICER, JOHN	163	30	125	8
POST, JON	200	37	159	4
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	1,254	191	1,032	31
Overvotes	0	0	0	0
Undervotes	390	57	320	13
Contest Totals	1,644	248	1,352	44

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

223.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	1,306			
Ballots Cast - Total	2	0	2	0
Voter Turnout - Total	0.15%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	1	0	1	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	1	0	1	0
KAI, HERB	0	0	0	0
KOSSE, TIM	1	0	1	0
OFFICER, JOHN	1	0	1	0
POST, JON	1	0	1	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	5	0	5	0
Overvotes	0	0	0	0
Undervotes	3	0	3	0
Contest Totals	8	0	8	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

225.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

225.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

242.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	2,271			
Ballots Cast - Total	823	157	652	14
Voter Turnout - Total	36.24%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	347	44	294	9
COMERFORD, PATTI	430	103	321	6
JOHNSON, MARK	322	35	282	5
KAI, HERB	440	95	339	6
KOSSE, TIM	316	38	271	7
OFFICER, JOHN	383	90	286	7
POST, JON	392	99	290	3
Write-In Totals	18	5	13	0
Not Assigned	18	5	13	0
Total Votes Cast	2,648	509	2,096	43
Overvotes	4	0	4	0
Undervotes	640	119	508	13
Contest Totals	3,292	628	2,608	56

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

242.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	2,271			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

273.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
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TOWN OF MARANA
Pima County

273.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

274.1

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	267			
Ballots Cast - Total	119	13	106	0
Voter Turnout - Total	44.57%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	54	4	50	0
COMERFORD, PATTI	55	9	46	0
JOHNSON, MARK	45	5	40	0
KAI, HERB	62	5	57	0
KOSSE, TIM	36	1	35	0
OFFICER, JOHN	45	5	40	0
POST, JON	66	8	58	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	363	37	326	0
Overvotes	4	0	4	0
Undervotes	109	15	94	0
Contest Totals	476	52	424	0

Summary Results Report
PRIMARY ELECTION 2022
August 2, 2022

TOWN OF MARANA
Pima County

274.2

Statistics

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
Registered Voters - Total	267			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

TOWN OF MARANA - COUNCIL MEMBER

Vote For 4

	TOTAL	ELECTION DAY	EARLYS	PROVISION ALS
CAVANAUGH, PATRICK	0	0	0	0
COMERFORD, PATTI	0	0	0	0
JOHNSON, MARK	0	0	0	0
KAI, HERB	0	0	0	0
KOSSE, TIM	0	0	0	0
OFFICER, JOHN	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0