MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 20, 2023, at or after 6:00 PM

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

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on June 20, 2023, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

Meeting Times

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

Speaking at Meetings

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

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

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

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

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

PROCLAMATIONS

PR1 Proclamation Recognizing Water Billing Specialist Renee Sommerville (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Ordinance No. 2023.020: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule by modifying the Vacation Service Fee note to eliminate the six-month requirement for the vacation disconnect period and to clarify that monthly water and sewer base rate fees still apply during the vacation disconnect period; and designating an effective date (Jing Luo)

C2 Ordinance No. 2023.021: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), chapter 17-5 (Subdivisions), section 17-5-4 (Performance guarantee) to add permit hold forms of assurance as an acceptable form of substitute assurance to guarantee the completion of subdivision improvements; and declaring an emergency (Jane Fairall)

C3 Resolution No. 2023-057: Relating to Development; accepting public improvements for maintenance for the intersection of Twin Peaks and Camino De Manana (Jason Angell)

C4 Resolution No. 2023-058: Relating to Development; approving a final plat for Solana Canyon, Lots 1-4 and Common Area "A" (Private Street), generally located northeast of the intersection of Sunset Gallery Place and Sunset Gallery Drive within Section 14, Township 11 South and Range 12 East (Scott S. Radden)

C5 Resolution No. 2023-059: Relating to Economic Development; approving and authorizing the Mayor to execute a Funding and In-Kind Support and Assistance Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2023-2024 to support operation of the Marana Visitor Center and provision of services to the Marana community (Curt Woody)

C6 Resolution No. 2023-060: Relating to Municipal Court; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2023-2024 (Laine McDonald)

C7 Resolution No. 2023-061: Relating to Parks and Recreation; approving and authorizing the acceptance of grant funding from Gila River Indian Community State-Shared Revenue Program funds for the purchase of exercise equipment to be used in the Marana Senior Wellness Improvement Program; and approving and authorizing the Town Manager to sign any and all documents required to accept the grant (Jim Conroy)

C8 Resolution No. 2023-062: Relating to Parks and Recreation; approving and authorizing the Mayor to execute the first amendment to an intergovernmental agreement for educational services and programming between the Town of Marana and Pima County (Jim Conroy)

C9 Resolution No. 2023-063: Relating to the Police Department; approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resource officers in support of the District's School Safety Program (Libby Shelton)

C10 Resolution No. 2023-064: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2023 through June 30, 2024 (Jane Fairall)

C11 Resolution No. 2023-065: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with Jihong Kai, LLC for the construction of Driveway improvements as part of the Tangerine Road widening project Phase 2A (Jane Fairall)

C12 Resolution No. 2023-066: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with Trico Electric Cooperative, Inc for the construction of water improvements as part of the Tangerine Road water main project (Jane Fairall)

C13 Resolution No. 2023-067: Relating to Utilities; authorizing Town staff to apply for a Drinking Water Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund the design and construction costs for a Marana Park emerging contaminants water treatment facility (Jing Luo)

C14 Approval of Regular Council Meeting Summary Minutes of June 6, 2023, and Special Council Meeting Summary Minutes of June 7, 2023

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #010 Beer and Wine Store Liquor License submitted by Lauren Kay Merrett on behalf of Maverik, located at 9171 West Tangerine Road, Marana, AZ 85658 (David L. Udall)

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2023-068: Relating to Boards, Commissions and Committees; approving and authorizing the creation of the Marana Civic Committee as a special committee of the Town of Marana (Andrea Caicedo)

B2 Resolution No. 2023-069: Relating to Boards, Commissions and Committees; approving the appointment of Tom Sommerville to the Marana Public Safety Personnel Retirement System (PSPRS) local board and to the Marana Correctional Officer Retirement Plan (CORP) local board; and approving the appointment of George A. Kennedy to the CORP local board (David L. Udall)

COUNCIL ACTION

A1 Resolution No. 2023-070: Relating to Public Works; authorizing Town staff and representatives to acquire, by negotiations or condemnation, lands and property rights needed for the following Town of Marana projects: Tangerine Road Corridor Widening, Phase 2A (ST098), and Tangerine Road Corridor Widening, Phase 2B (ST060) (George Cardieri)

A2 Resolution No. 2023-071: Relating to Water; approving and authorizing the Mayor to sign the Third Amendment to Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project (David L. Udall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)

D2 Relating to Development; review, discussion, and possible direction regarding the proposed Town of Marana Public Art Policy (Jason Angell)

D3 PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2023-2024 final budget (Yiannis Kalaitzidis)

EXECUTIVE SESSIONS

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

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

E2 Executive Session pursuant to A.R.S. §38-431.03 (A)(3) for discussion or consultation for legal advice with the Town's attorneys regarding the Town's interests in the property located at 12545 W. Moore Road, Marana, AZ.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **PR1**

Meeting Date: 06/20/2023

Submitted For: David L. Udall, Town Clerk/Assistant Town Attorney

Date: June 20, 2023

Subject: Proclamation Recognizing Water Billing Specialist Renee Sommerville (David L. Udall)

Attachments

Proclamation Recognizing Renee Sommerville

MARANA AZ
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PROCLAMATION

Recognizing Water Billing Specialist Renee Sommerville

WHEREAS, with admiration and heartfelt appreciation, we honor the extraordinary career of Renee Sommerville, a truly exceptional Water Billing Specialist whose warm-hearted nature has graced this organization with immeasurable kindness and compassion for the past 16 years; and

WHEREAS, with unparalleled grace and sincerity, Renee has exemplified the very essence of a caring soul, consistently going above and beyond to ensure the well-being and contentment of those she has had the privilege to serve; and

WHEREAS, not only has Renee demonstrated exceptional proficiency in her role as a Water Billing Specialist, but she has also been a true beacon of kindness, comfort, and reassurance in even the most challenging situations, fostering a harmonious and compassionate work environment that has uplifted the spirits of colleagues and created a lasting sense of unity; and

WHEREAS, Renee has redefined excellence in customer service, consistently going the extra mile to listen, understand, and provide solace to those seeking assistance, leaving an indelible mark on the hearts and minds of all those she has touched; and

WHEREAS, as we bid farewell to Renee, we do so with a mixture of joy and sadness, celebrating her remarkable career while lamenting the loss of her irreplaceable presence; and

WHEREAS, may her retirement be a tapestry woven with moments of joy, tranquility, and cherished connections, as she embarks on this new chapter of life with the same warmth and compassion that has defined her extraordinary career.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby recognize Renee Sommerville and extend appreciation on behalf of the Town for her many years of service and for her profound impact on our organization and on the lives she has touched.

Dated this 20th day of June, 2023.

ATTEST:

David L. Udall, Town Clerk

Ed Honea, Mayor

Council-Regular Meeting **C1**

Meeting Date: 06/20/2023

To: Mayor and Council

Submitted For: Jing Luo, Water Director

From: Humberto Del Castillo, Business Financial Manager

Date: June 20, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Ordinance No. 2023.020: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule by modifying the Vacation Service Fee note to eliminate the six-month requirement for the vacation disconnect period and to clarify that monthly water and sewer base rate fees still apply during the vacation disconnect period; and designating an effective date (Jing Luo)

Discussion:

Pursuant to the Town's Comprehensive Fee Schedule, water customers who are on vacation or live in the Town seasonally are currently allowed to halt their service billing cycles for a period of six months. For years, it has been the practice of the Marana Water Department to not assess water and sewer base rate fees during the six-month vacation disconnect period. During that period, the water meter is shut off and padlocked, which does not allow for any water consumption. Once the six-month interruption period has expired, the monthly water and sewer base rates are reimposed.

The practice of waiving base rate fees during a vacation disconnect period is no longer in line with the Best Management Practice (BMP) of the industry. Therefore, staff recommends modifying the Vacation Service Fee note on page 54 of the Comprehensive Fee Schedule, adopted via Marana Ordinance No. 2021.008 on May 18, 2021 and amended from time to time, to eliminate the six-month requirement for the vacation disconnect period and adjust the note language so that it is clear that customers must still pay the monthly base rate fees while on the vacation disconnect

period.

If adopted, this change would allow customers who pay the Vacation Service Fee to have their water meters shut off and padlocked for a period beyond six months and would require them to continue paying their monthly base rate fees during the vacation disconnect period.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	N
Amount:	$2,140

The estimated amount is insignificant to the department's revenues.

Staff Recommendation:

Staff recommends approval of Ordinance No. 2023.020.

Suggested Motion:

I move to adopt Ordinance No. 2023.020, mending the Town of Marana Comprehensive Fee Schedule by modifying the Vacation Service Fee note to eliminate the six-month requirement for the vacation disconnect period and to clarify that monthly water and sewer base rate fees still apply during the vacation disconnect period; and designating an effective date.

Attachments

Ordinance No. 2023.020

MARANA ORDINANCE NO. 2023.020

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE BY MODIFYING THE VACATION SERVICE FEE NOTE TO ELIMINATE THE SIX-MONTH REQUIREMENT FOR THE VACATION DISCONNECT PERIOD AND TO CLARIFY THAT MONTHLY WATER AND SEWER BASE RATE FEES STILL APPLY DURING THE VACATION DISCONNECT PERIOD; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council is authorized by A.R.S. § 9-240(A) to control the finances of the Town; and

WHEREAS the Town Council, via Ordinance No. 2021.008, adopted an amended comprehensive fee schedule on May 18, 2021, which was made a public record by and attached as Exhibit A to Resolution No. 2021-071; and

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on May 16, 2023, via Ordinance No. 2023.017; and

WHEREAS amending the comprehensive fee schedule as set forth in this ordinance is in the best interests of the Town of Marana.

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

SECTION 1. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2021.008, as previously amended, is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining; all other fees remain unchanged):

Fee/Description	Amount	Unit of Measure	Notes
PUBLIC SERVICES: WATER			
Vacation Service Fee	$14.00	Per service	Fee assessed when a current customer requests to halt service ~~billing cycle~~ due to vacation or seasonal residence. ~~Interruption good up to 6 Months.~~ Customer still responsible for applicable Water Meter Monthly Base Rate and Wastewater Monthly Service fees during this time.

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 shall become effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 20th day of June, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 06/20/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 20, 2023

Strategic Plan Focus Area:
Thriving Commerce, Proactive Public Services

Subject: Ordinance No. 2023.021: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), chapter 17-5 (Subdivisions), section 17-5-4 (Performance guarantee) to add permit hold forms of assurance as an acceptable form of substitute assurance to guarantee the completion of subdivision improvements; and declaring an emergency (Jane Fairall)

Discussion:

State law (A.R.S. §9-463.01) provides that the legislative body of every municipality shall regulate the subdivision of all lands within its corporate limits and that the legislative body shall exercise this authority by, among other items, prescribing by ordinance the posting of performance bonds, assurances or such other security as may be appropriate and necessary to assure the installation of required street, sewer, electric and water utilities, drainage, flood control and improvements meeting established minimum standards of design and construction. Section 17-5-4 (Performance guarantee) of the Marana Town Code requires the posting of assurances by subdividers to guarantee the completion of required subdivision improvements, as required by A.R.S. §9-463.01. Section 17-5-4(A) lists two forms of acceptable subdivisions assurances: 1) Financial forms of assurance, including cash, letter of credit, performance bond, or other similar instruments, and 2) third party trust forms of assurances.

1. Financial forms of assurance must be provided in an amount equal to the sum of the cost of construction for all required improvements for the subdivision, including surveying, construction management, testing, and inspections, as determined by the Town Engineer, plus a 15% contingency. These assurances guarantee completion of necessary subdivision improvements by providing the

Town with a financial means to complete the work itself if the subdivider defaults. Section 17-5-4 provides that when, in the opinion of the Council, the subdivider has failed or neglected to install the required improvements or make required corrections within a timely manner, the Council may, after a public hearing on the matter, use the proceeds from the assurances to install the required improvements.

2. Third party trust forms of assurance guarantee necessary infrastructure is constructed by prohibiting the transfer of any individual subdivision lot or block for which required subdivision improvements have not yet been installed. The property owner must convey title to the subdivision lots or blocks into a third party trust and may not sell the property to an end user unless and until the Town releases the lots or blocks from the assurance because infrastructure has been completed, or because substitute assurances have been provided.

Section 17-5-4(B) provides that the Town Manager is authorized to execute substitute subdivision assurances in a form approved as to substance by the Town Engineer and approved as to form by the Town Attorney, if the Town Manager and Town Engineer are satisfied that the substitute assurances protect the Town to an extent equal to or greater than the original assurances. Substitute assurances are generally provided when property within a subdivision is sold prior to the completion of required improvements for that portion of the subdivision. Like original assurances, substitute assurances are typically either financial forms of assurance or third party trust forms of assurance as well.

The proposed ordinance will amend Section 17-5-4(B) to list acceptable forms of substitute assurance. Subparagraph 1 lists financial and third party trust forms of assurance. Subparagraph 2 proposes to allow a new type of assurance to be used as a substitute assurance, that being a permit hold form of assurance. A permit hold form of assurance will guarantee the completion of necessary improvements by prohibiting the issuance of any building permits on any individual subdivision lot or block for which required subdivision improvements have not yet been installed. The proposed ordinance will limit the use of this new type of assurance to substitute assurances only, and only when the Town Manager and Town Engineer find that the permit hold form of assurance is appropriate in a given situation. This type of assurance will most likely be appropriate when subdivision blocks have been purchased or held speculatively for future commercial, industrial, and multi-family uses.

Town staff believes that the permit hold form of assurance, when used in appropriate circumstances, will be preferable to a financial assurance. There will be significantly less administrative work for the Town because there is no need to calculate the principal amount of the assurances and account for and maintain the financial assurances. The permit hold is a more secure way to guarantee infrastructure because the property cannot be developed without building permits, whereas with financial assurances, the principal amount of the financial assurances is a fixed amount; with construction cost increases, what is sufficient at the time of the posting will likely not be sufficient at the time of development if it occurs years later. The permit hold assurance will also be simpler and less expensive for the developer, while still protecting the ultimate consumer from an apartment or business with inadequate

subdivision infrastructure.

Staff Recommendation:
Staff recommends approval of the ordinance amending MTC Section 17-5-4.

Suggested Motion:
I move to adopt Ordinance No. 2023.021, revising Marana Town Code section 17-5-4.

Attachments

Ordinance No. 2023.021

MARANA ORDINANCE NO. 2023.021

RELATING TO LAND DEVELOPMENT; REVISING MARANA TOWN CODE TITLE 17 (LAND DEVELOPMENT), CHAPTER 17-5 (SUBDIVISIONS), SECTION 17-5-4 (PERFORMANCE GUARANTEE) TO ADD PERMIT HOLD FORMS OF ASSURANCE AS AN ACCEPTABLE FORM OF SUBSTITUTE ASSURANCE TO GUARANTEE THE COMPLETION OF SUBDIVISION IMPROVEMENTS; AND DECLARING AN EMERGENCY

WHEREAS A.R.S. §9-463.01 provides that the legislative body of every municipality shall regulate the subdivision of all lands within its corporate limits and that the legislative body shall exercise this authority by, among other items, prescribing by ordinance the posting of performance bonds, assurances or such other security as may be appropriate and necessary to assure the installation of required street, sewer, electric and water utilities, drainage, flood control and improvements meeting established minimum standards of design and construction; and

WHEREAS Section 17-5-4 (Performance guarantee) of the Marana Town Code requires the posting of assurances by subdividers to guarantee the completion of required subdivision improvements, as required by A.R.S. §9-463.01; and

WHEREAS the Mayor and Council of the Town of Marana find that revising Marana Town Code Section 17-5-4 to add permit hold forms of assurance as an acceptable form of substitute assurance as set forth in this ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Marana Town Code Title 17 (Land Development), Chapter 17-5 (Subdivisions), Section 17-5-4 (Performance guarantee) is hereby amended as follows (with additions shown with <u>double underlining</u>):

17-5-4 Performance guarantee

[No revisions to existing paragraph A]

B. The town manager is authorized to execute substitute subdivision assurances in a form approved as to substance by the town engineer and approved as to form by the town attorney,

if the town manager and town engineer are satisfied that the substitute assurances protect the town to an extent equal to or greater than the original assurances.

1. Financial forms of assurance and third party trust forms of assurance may be used as substitute subdivision assurances.

2. Permit hold forms of assurance prohibiting the issuance of any building permits on any individual subdivision lot or block for which required subdivision improvements have not yet been installed are permitted as substitute forms of assurance at the discretion of the town engineer and town manager when the town engineer and town manager find that the permit hold form of assurance is an appropriate mechanism to guarantee that required improvements are installed in a timely manner for the development in question.

[No revisions to existing paragraph C]

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. Since it is necessary for the preservation of the peace, health and safety of the Town of Marana that this ordinance become immediately effective, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 20th day of June 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 06/20/2023

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Dustin Ward, Development Engineering Division Manager

Date: June 20, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-057: Relating to Development; accepting public improvements for maintenance for the intersection of Twin Peaks and Camino De Manana (Jason Angell)

Discussion:

The preserve at Twin Peaks Lots 1-190 is located north of Lambert Lane along Twin Peaks Road. The subdivider has completed the public improvements for the intersection of Twin Peaks Road and Camino De Manana acceptable to the Town Standards in accordance with the accepted Traffic Impact Analysis (TRA1307-002), approved on August 16, 2019. The estimated value of the public improvements is $443,077.21.

If approved, this resolution will accept the traffic signals and intersection pavement markings for maintenance.

Staff Recommendation:

Staff recommends accepting the public improvements for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2023-057, accepting public improvements for maintenance for the intersection of Twin Peaks and Camino De Manana.

Attachments

Resolution No. 2023-057
Location Map

MARANA RESOLUTION NO. 2023-057

RELATING TO DEVELOPMENT; ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE FOR THE INTERSECTION OF TWIN PEAKS AND CAMINO DE MANANA

WHEREAS the final plat for The Preserve at Twin Peaks Lots 1 thru 190 and Common Area "A" (Private Streets), Common Areas "B1" – "B5" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities) and Common Areas "C1", "C2" (Active Open Space) was recorded in the Pima County Recorder's Office on March 6, 2020 at Sequence 20200660138; and

WHEREAS the Subdivider has completed the public improvements for the intersection of Twin Peaks Road and Camino De Manana acceptable to Town standards in accordance with the Accepted Traffic Impact Analysis (TRA1307-002), approved on August 16, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Town hereby accepts for maintenance the traffic signals and intersection pavement markings at the intersection of Twin Peaks Road and Camino De Manana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

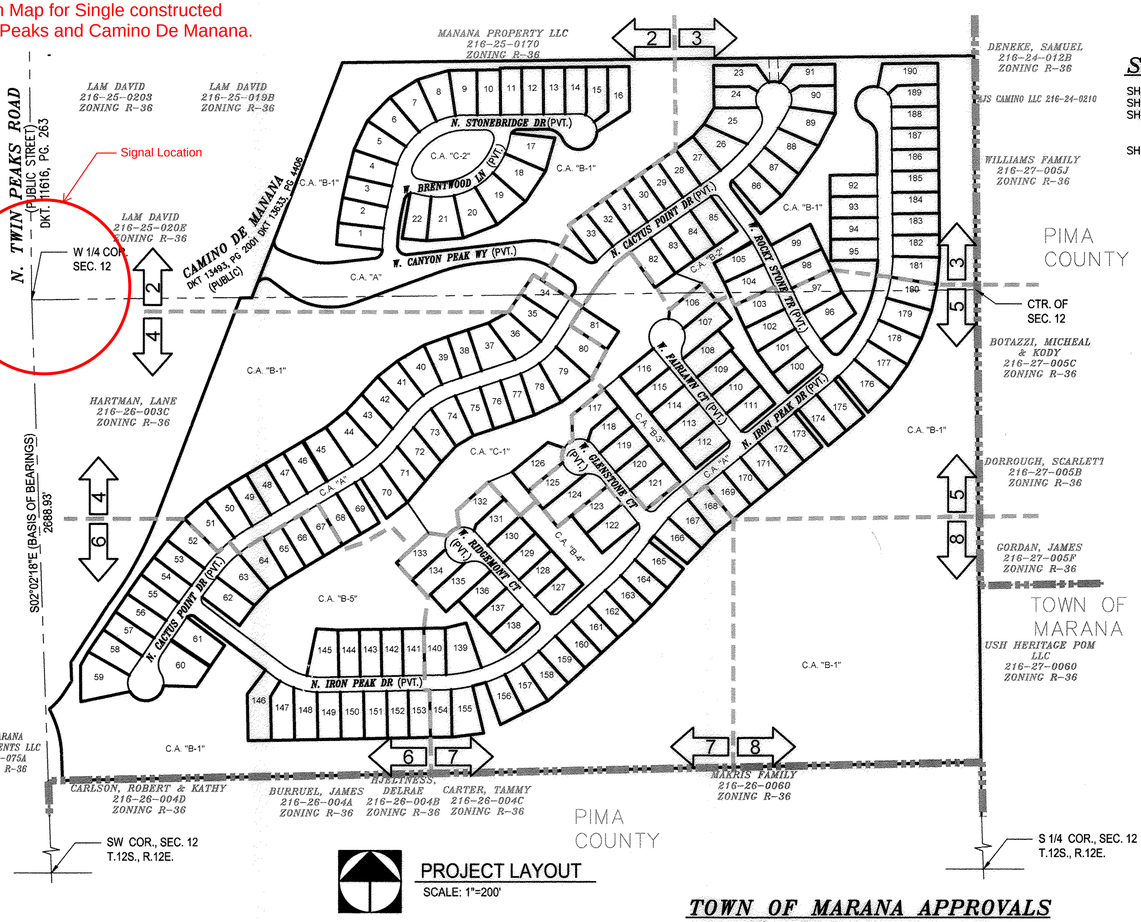
APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Location Map for Single constructed at Twin Peaks and Camino De Manana.

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS 100.26 AC OR SQ. FT.=4,367,389±.
2. THE EXISTING ZONING FOR THIS PARCEL IS "F" (SPECIFIC PLAN) AND WILL REMAIN PER ORDINANCE 2014.004.
3. THE NUMBER OF LOTS IS 190. DENSITY IS 1.90 RAC.
4. THE MINIMUM ALLOWABLE LOT SIZE IS SIX THOUSAND (6,000) SQUARE FEET.
5. LOT SIZE: MAXIMUM LOT AREA=12,899 SQ FT. MINIMUM (ACTUAL) LOT AREA=7,035 SQ. FT. AVERAGE LOT SIZE IS 8,581 SQ. FT.
6. BUILDING HEIGHTS:BUILDINGS AND STRUCTURES SHALL HAVE HEIGHT NOT GREATER THAN TWO-STORIES OR THIRTY (30) FEET
7. MINIMUM FRONT, SIDE AND REAR YARDS SETBACKS
   A. THE REQUIRED FRONT YARD SETBACK SHALL BE A MINIMUM OF TEN (10) FEET, EXCEPT WHERE GARAGES OPEN OR FACE DIRECTLY ONTO AN ABUTTING STREET, IN WHICH CASE THE GARAGE SETBACK SHALL BE A MINIMUM OF TWENTY (20) FEET. MAXIMUM OF 35% OF THE LOTS MAY HAVE A REDUCED SETBACK TO 10 FEET, WITH THE BALANCE OF THE SETBACKS BEING 20 FEET OR GREATER.
   B. THE REQUIRED SIDE YARD SETBACK SHALL BE A MINIMUM OF FIVE (5) FEET, WITH A STREET SIDE SIDE YARD SETBACK HAVING A MINIMUM OF TEN (10) FEET.
   C. THE REQUIRED REAR YARD SETBACK SHALL BE A MINIMUM OF TWENTY (20) FEET.
   D. WHERE THE FRONT YARD SETBACK IS INCREASED ABOVE THE TWENTY (20) FEET, THE REAR YARD SETBACK MAY BE REDUCED BY ONE FOOT FOR EACH FOOT OF FRONT YARD INCREASE, BUT SHALL NOT BE REDUCED TO BELOW FIFTEEN (15) FEET. WHERE THE FRONT YARD SETBACK IS DECREASED BELOW THE MINIMUM TWENTY (20) FEET, THE REAR YARD SETBACK SHALL BE INCREASED BY ONE (1) FOOT FOR EACH FOOT OF FRONT YARD DECREASE, BUT SHALL NOT BE REQUIRED TO BE OVER TWENTY-FIVE (25) FEET.
8. PARKING SPACES: 2 PER LOT IN GARAGE; 2 PER LOT IN DRIVEWAY = 760 SPACES.
9. THE BASIS OF BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 12, T-12-S, R-12-E, GILA AND SALT MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, SAID BEARING BEING S02°02'18"E.
10. BASIS OF ELEVATION: PID MBP0505 DESIGNATION MBP90R, BEING A 2-3/4" BCSM IN CONCRETE "T.O.M. RLS 19316", 48' EAST OF THE INTERSECTION OF TWIN PEAKS ROAD AND BLUE BONNET ROAD. SAID ELEVATION IS 2386.61 (NAVD 88).
11. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA, TOWN COUNCIL.
12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
13. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
14. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
15. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
16. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
17. A TOTAL OF 0.61 MILES OF NEW STREETS WILL BE CONSTRUCTED (ALL STREETS ARE PRIVATE).
18. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
19. A STREET TREE SHALL BE PLANTED ON EACH LOT IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN AND WILL BE SUBJECT TO THE MAINTENANCE REQUIREMENTS DEFINED IN THE MARANA LAND DEVELOPMENT CODE.
20. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
21. ALL DEVELOPMENT WITHIN THE PLAT AREA WILL BE SUBJECT TO THE TOWN OF MARANA RESIDENTIAL DESIGN STANDARDS.
22. LOTS 9-16, 23, 59, 60, 91, 146-155, AND 174-190 SHALL BE RESTRICTED TO SINGLE-STORY RESIDENCES.
23. THE ADMINISTRATIVE ADDRESS FOR THIS PROJECT IS 5271 W. CAMINO DE MANANA, TUCSON, AZ 85742



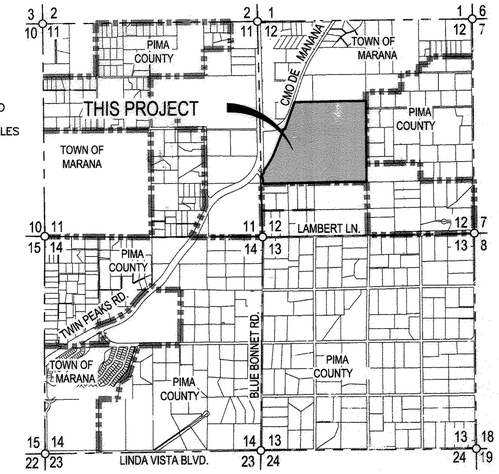
PROJECT LAYOUT
SCALE: 1"=200'

SHEET INDEX

SHEET 1	COVER SHEET
SHEETS 2-8	PLAN SHEETS
SHEET 9-10	CENTERLINE LINE AND CURVE TABLES LOT AND TRACT TABLES
SHEET 11	SVT DETAILS

OWNER

LENNAR ARIZONA, INC.
3275 W. INA ROAD, SUITE 275
TUCSON, AZ 85741
PHONE: (520) 618-4126



LOCATION PLAN
A PORTION OF SECTION 12, T. 12 S., R. 12 E., G.&S.R.M.,
PIMA COUNTY, ARIZONA
SCALE 3"=1 MILE

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

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

UTILITY AND OTHER EASEMENTS AS SHOWN HEREON, ARE GRANTED TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS AND OTHER USES AS DEFINED BY THIS PLAT.

WE HEREBY GRANT TO THE TOWN OF MARANA ALL TRAIL EASEMENTS AS SHOWN ON THIS PLAT FOR THE USE BY THE GENERAL PUBLIC AS PERMANENT NON-MOTORIZED PUBLIC TRAIL EASEMENTS.

PRIVATE DRAINAGEWAYS AND COMMON AREAS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES. COMMON AREAS, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO THE LAND OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NO. 20200660138, IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST NO. 201832-S, AS TRUSTEE ONLY AND NOT OTHERWISE.

TRUST OFFICER OF TRUST No. 201832-S — DATE 2/6/20

BENEFICIARY OF TRUST
LENNAR ARIZONA
3275 W. INA ROAD, SUITE 275
TUCSON, AZ 85741

ASSURANCES

ASSURANCES IN THE FORM OF THIRD PARTY TRUST FROM TITLE SECURITY AGENCY, LLC AS RECORDED IN SEQUENCE NUMBER 20200660161 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY Ed Honea — TOWN OF MARANA — DATE 3/3/2020

BASIS OF BEARINGS

THE WEST LINE OF THE S.W. 1/4 OF SECTION 12, T-12-S, R-12-E, G.S.R.M. TOWN OF MARANA, PIMA COUNTY, ARIZONA
SAID BEARING BEING: S02°02'18"E.

BASIS OF ELEVATION

BEING A 2-3/4" BCSM IN CONCRETE "T.O.M. RLS 19316", 48' EAST OF THE INTERSECTION OF TWIN PEAKS & BLUE BONNET.
SAID ELEVATION BEING: 2386.61 FEET (NAVD 88)

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR — DATE 3.4.2020

LAND USES

COMMON AREA:			USE:
COMMON AREA "A"	=	462,481 SQ. FT.	ROADWAY (PRIVATE)
COMMON AREA "B"	=	2,129,605 SQ. FT.	NATURAL OPEN SPACE / DRAINAGE / LANDSCAPE / PEDESTRIAN / PUBLIC SEWER & UTILITIES
"B1"	=	1,893,440 SQ. FT.	
"B2"	=	35,736 SQ. FT.	
"B3"	=	22,829 SQ. FT.	
"B4"	=	36,373 SQ. FT.	
"B5"	=	141,227 SQ. FT.	
COMMON AREA "C"	=	144,590 SQ. FT.	ACTIVE OPEN SPACE
"C1"	=	120,923 SQ. FT.	
"C2"	=	23,667 SQ. FT.	
SQ. FT. TOTAL	=	2,736,671 SQ. FT. or 62.825 Acres	
RESIDENTIAL LOTS:			
LOTS 1-190	=	1,630,468 SQ. FT. or 37.429 Acres	

(a) County of Recordation PIMA
(b) Date of Recording 03/06/2020
(c) Fee/Recording Number 20200660138

LEGEND

	SUBDIVISION BOUNDARY
	ADJACENT LOT LINE
	LOT LINE
	EASEMENT LINE
	MATCH LINE
	SECTION LINE
	RIGHT OF WAY
	CENTER LINE
□	INDICATES BRASS DISK SURVEY MONUMENT TO BE SET UPON COMPLETION OF ROAD CONSTRUCTION
●	FOUND MONUMENT AS NOTED
	1/2" IRON PARCEL PIN TO BE SET BY AN ARIZONA RLS
	FLOOD LINE/EHS LINE
	TOWN LIMITS

CA	COMMON AREA
SVT	SIGHT VISIBILITY TRIANGLE
NAE	NO ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
R-?	ZONING DESIGNATION
	SECTION CORNER / QUARTER SECTION CORNER
3	SHEET INDEX SHEET INDICATOR

Maps not picked up in 45 days will be recycled. 3-6-20

TOWN OF MARANA APPROVALS

BY — MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER P.E. — DATE 3-4-20
BY — MARANA DEVELOPMENT SERVICES DIRECTOR — DATE 3-4-2020
BY — PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT — Tom Porter P.E. — DATE 2/13/20

CERTIFICATION

I, CHERRY L. LAWSON, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE 3 DAY OF MARCH, 2020.

BY — CLERK OF THE TOWN OF MARANA — DATE 3/4/2020

RECORDING

STATE OF ARIZONA } SS
COUNTY OF PIMA }

FEE $114.00
NO 20200660138

THIS PLAT WAS FILED FOR RECORD AT THE REQUEST OF THE WLB GROUP, INC., ON THIS 6TH DAY OF March, 2020 AT 9:49 A.M. IN SEQUENCE NUMBER 20200660138

F. ANN RODRIQUEZ
PIMA COUNTY RECORDER
BY: DEPUTY

CERTIFICATION

I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

DAVID W. LITTLE PE NO. 36234

CERTIFICATION

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

PETER D. COTE RLS NO. 44121

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF } — FEE ____ No. ____

ON THIS THE 12TH DAY OF February, 2020, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, DIANE SLOANE, WHO ACKNOWLEDGED HERSELF TO BE AN OFFICER OF TRUST NO. 201832-S. AND BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HERSELF AS SUCH OFFICER.

MY COMMISSION EXPIRES — NOTARY PUBLIC — 12-27-2022

NOTARY PUBLIC STATE OF ARIZONA, Pima County, CINDY A. REICHE, COMMISSION # 556114, My Commission Expires December 27, 2022

FINAL PLAT
THE PRESERVE AT TWIN PEAKS

LOTS 1 THRU 190 AND COMMON AREA "A" (PRIVATE STREETS), COMMON AREAS "B1"-"B5" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC SEWER AND UTILITIES) & COMMON AREAS "C1", "C2" (ACTIVE OPEN SPACE),

A PORTION OF THE WEST HALF OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJECT NO. PRV1907-002, ENG1907-001
RELATED CASE NOS. - PRV1503-003 & PCZ12023
DRAWN BY: RMS

DECEMBER, 2019 — WLB JOB NO. 112026L-001 — SHEET 1 OF 11

Registered Professional Engineer (Civil) Certificate 36234 David W. Little 2-6-20 Arizona U.S.A.

Registered Land Surveyor Certificate No. 44121 Peter D. Cote 2-6-20 Arizona U.S.A.

The WLB Group Inc. WLB
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

SEQUENCE NUMBER 20200660138-1

SEQ. 20200660138-1

SEQUENCE NUMBER ____

Council-Regular Meeting **C4**

Meeting Date: 06/20/2023

To: Mayor and Council

From: Scott Radden, Senior Planner

Date: June 20, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-058: Relating to Development; approving a final plat for Solana Canyon, Lots 1-4 and Common Area "A" (Private Street), generally located northeast of the intersection of Sunset Gallery Place and Sunset Gallery Drive within Section 14, Township 11 South and Range 12 East (Scott S. Radden)

Discussion:

Request
Baker & Associates Engineering, Inc. on behalf of the property owner, is requesting approval of a final plat consisting of four lots and Common Area "A" (Private Streets) on approximately 29.4 acres within the Dove Mountain Specific Plan area.

Location
The proposed subdivision is located within the Dove Mountain development, northeast of the existing Gallery, Parcel 4A residential subdivision street intersection of Sunset Gallery Place and Sunset Gallery Drive.

Zoning
The zoning of the property is "SP" Dove Mountain Specific Plan with land use designation of Estate (E).

Land Use
The final plat proposes four large residential lots and common area for private streets. The proposed subdivision provides a minimum lot size of 170,976 square feet and a maximum lot size of 647,917 square feet, with an average proposed lot size of 317,809

square feet.

Access and Traffic Circulation
The subdivision will be directly accessed from Boulder Bridge Pass and proposes 0.1 miles of new private streets.

Infrastructure and Utilities
Water service will be provided to the subdivision by Tucson Water. Wastewater service will be provided by Pima County Regional Wastewater.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Dove Mountain Specific Plan, the Marana Town Code, and the Marana General Plan. This final plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2023-058, approving a final plat for Solana Canyon, Lots 1-4 and Common Area "A" (Private Street).

Attachments

Resolution No. 2023-058
PRV2301-003 Final Plat
PRV2301-003 Location Map
PRV2301-003 Application

MARANA RESOLUTION NO. 2023-058

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR SOLANA CANYON, LOTS 1-4 AND COMMON AREA "A" (PRIVATE STREET), GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF SUNSET GALLERY PLACE AND SUNSET GALLERY DRIVE WITHIN SECTION 14, TOWNSHIP 11 SOUTH AND RANGE 12 EAST

WHEREAS, on May 31, 1989, the Mayor and Town Council adopted Ordinance No. 89.22, approving the Dove Mountain Specific Plan (then known as the Tortolita Mountain Properties Specific Plan) which has been amended from time to time by ordinance; and

WHEREAS, on December 15, 2009, the Mayor and Town Council adopted Resolution No. 2009-198, approving the Final Plat for The Gallery Parcel 5, Lots 1-14, Block A, & Common Areas "A", "B", "C-1"-"C-3" ("The Gallery Parcel 5 Final Plat"); and

WHEREAS Baker & Associates, Inc., representing the property owner, has applied for approval of a final plat for Solana Canyon, Lots 1-4 and Common Area "A" (Private Street), being a resubdivision of Block A of The Gallery Parcel 5 Final Plat, generally located northeast of the intersection of Sunset Gallery Place and Sunset Gallery Drive within Section 14, Township 11 South and Range 12 East; and

WHEREAS, the Mayor and Town Council, at its June 20, 2023 meeting, determined that the final plat for Solana Canyon, Lots 1-4 and Common Area "A" should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona that that the final plat for Solana Canyon, Lots 1-4 and Common Area "A" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

DEDICATION

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

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

UTILITY EASEMENTS, AS SHOWN ON THIS PLAT, ARE GRANTED TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS.

COMMON AREA "A", AS SHOWN ON THIS PLAT, IS RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND IS GRANTED AS AN EASEMENT TO THE TOWN OF MARANA, PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF ACCESS TO, INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS AND FOR EMERGENCY AND MAINTENANCE ACCESS TO NORTHWEST FIRE DISTRICT.

TITLE TO THE LAND OF COMMON AREA "A" SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 11390, PAGE 595, IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF COMMON AREA "A" WITHIN THIS SUBDIVISION.

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C.,

AN ARIZONA LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST #2303 AND NOT IN ITS CORPORATE CAPACITY.

_____

TRUST OFFICER

BENEFICIARY

DM PHASE V INVESTMENT, L.L.C.
3567 E. SUNRISE, #219. TUCSON, ARIZONA
PHONE: 520-299-8424

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE _____ DAY OF _____, 20___, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 303 AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREBY SET MY NAME AND OFFICIAL SEAL.

_____

NOTARY PUBLIC

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., TRUST NO. 2303, AS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS, AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ _____
TOWN OF MARANA DATE

RECORDING DATA

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

FEE _____
SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER AND ASSOCIATES ENGINEERING, INC., ON THIS _____ DAY OF _____, 20___, AT _____M. IN SEQUENCE NO. _____ THEREOF.

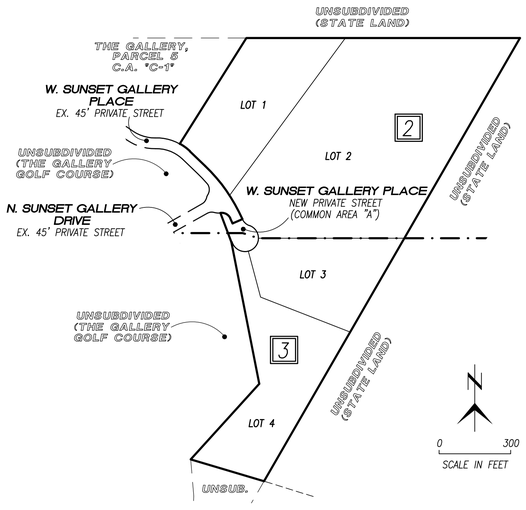
_____ _____
GABRIELLA CAZARES-KELLY, PIMA COUNTY RECORDER DATE
DEPUTY COUNTY RECORDER

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 29.4 ACRES (1,282,292 S.F.).
2. THE TOTAL NUMBER OF LOTS IS 4.
3. THE TOTAL AREA OF COMMON AREA "A" (PRIVATE STREET) IS 0.32 ACRES (13,938 S.F.).
4. TOTAL MILES OF NEW PRIVATE STREETS IS 0.01 MILES.
   TOTAL MILES OF NEW PUBLIC STREETS IS -0- MILES.
5. MINIMUM ALLOWABLE LOT SIZE IS 36,000 SF.
   MINIMUM PROVIDED LOT SIZE IS 170,976 SF.
   AVERAGE LOT SIZE IS 317,809 SF.
   MAXIMUM LOT SIZE PROVIDED IS 647,917 SF (NOT A RESTRICTION).
   MAXIMUM ALLOWABLE BUILDING HEIGHT 30 FEET.
6. THE BUILDING SETBACKS ARE AS FOLLOWS:
   FRONT: 30'
   SIDE: 10'
   REAR: 20'
7. THERE WILL BE 2 PARKING SPACES PROVIDED FOR EACH LOT ON-SITE (2 x 4 = 8).
8. THE APPROVED ZONING FOR THIS PROJECT IS "F" (DOVE MOUNTAIN SPECIFIC PLAN), LAND USE DESIGNATION "E" (ESTATE LOTS).
9. THE GROSS DENSITY FOR THIS PROJECT IS 0.1 RAC.
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
13. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH THE FLOOD PLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
14. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
15. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SEC 45-576.

BASIS OF BEARING

SOUTH 30°00'00" WEST, ACCORDING TO BOOK 64 OF MAPS AND PLATS AT PAGE 100, PIMA COUNTY, ARIZONA, BETWEEN MONUMENTS FOUND ON THE EASTERLY LINE OF BLOCK "A", SEE DETAIL, SHEET #3.



SHEET/KEY MAP

SHEET

CERTIFICATIONS

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

BRIAN J. LIVERNOIS, R.L.S.
ONPOINT SURVEYING, PLLC
REGISTERED LAND SURVEYOR NO. 58324
STATE OF ARIZONA



I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS REVIEWED AND SHOWN UNDER MY SUPERVISION.

WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 16784
STATE OF ARIZONA



TOWN OF MARANA APPROVALS

BY: _____ P.E. _____
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

BY: _____ _____
MARANA PLANNING MANAGER DATE

PIMA COUNTY APPROVAL

BY: _____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

ASSURED WATER SUPPLY

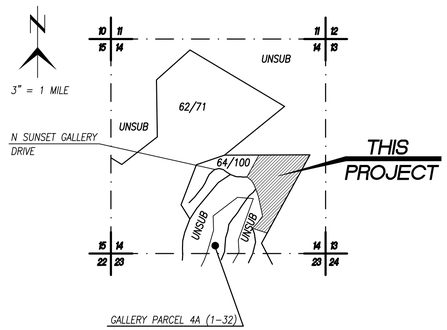
THE UNDERSIGNED CERTIFIES THAT IT IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY AND WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

BY: _____
ITS: _____ _____
CITY OF TUCSON WATER DEPARTMENT DATE

MARANA TOWN COUNCIL CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 20_____.

BY: _____ _____
CLERK OF THE TOWN OF MARANA DATE



LOCATION MAP

SECTION 14, T-11-S, R-12-E
G&SRBM, TOWN OF MARANA,
PIMA COUNTY, ARIZONA

LEGEND

⊡	FOUND 2" BRASS CAPPED SURVEY STAMPED RLS 17479
△	2" BRASS SURVEY MONUMENT TO BE SET FOR NEW CENTERLINE
•	FOUND/SET PROPERTY CORNER AS SHOWN
(R&M)	RECORD DIMENSION EQUALS MEASURED DIMENSION
⊥	1/2" REBAR TO BE SET AT NEW PROPERTY CORNERS
———	SUBDIVISION BOUNDARY
C5	CURVE DATA (SEE TABLE, SHEET #3)
L4	LINE DATA (SEE TABLE, SHEET #3)
———	NEW RIGHT-OF-WAY LINE
— — — —	EXISTING RIGHT-OF-WAY LINE
——— – ———	STREET CENTERLINE
(R)	RADIAL
— — — —	EASEMENT LINE AS SHOWN
P/L	BOUNDARY/PROPERTY LINE
——·——·——	PLATTED 100 YEAR FLOODPRONE LINE ("F.P.L.") – SEE ALSO FLOOD LIMITS/ EROSION HAZARD SETBACK CHART, SHEETS #2 AND #3
——— - - ———	PLATTED EROSION SETBACK LINE ("E.S.L.") – SEE ALSO FLOOD LIMITS/ EROSION HAZARD SETBACK CHART, SHEETS #2 AND #3

ADMINISTRATIVE ADDRESS

14634 N. SUNSET GALLERY DRIVE, MARANA, AZ 85658

SHEET INDEX

SHEET #1	COVER SHEET, NOTES
SHEETS #2-#3	PLAN VIEW SHEETS

FINAL PLAT for

SOLANA CANYON, LOTS 1 - 4 AND COMMON AREA "A" (PRIVATE STREET)

BEING A RESUBDIVISION OF BLOCK "A" OF THE FINAL PLAT
FOR THE GALLERY, PARCEL 5, LOTS 1-14, BLOCK A, AND
COMMON AREAS "A", "B", "C-1"-"C-3", AS RECORDED IN BOOK 64 PAGE 100 MAPS & PLATS
SECTION 14, 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

#PRV2301-003 REF.: PRV-04114F JOB #2531.1 DATE: JUNE 1, 2023 SHEET 1 OF 3

SEQUENCE #_____

SEQUENCE #

UNSUBDIVIDED
(STATE LAND)
APN 218-16-0010
ZONED: AG

1/2" REBAR
TAGGED RLS
17479

414.92' N90°00'00"E

N90°00'00"E 1146.74' (R&M)

731.82' N90°00'00"E

SCRIBED "X"
ON ROCK

THE GALLERY, PARCEL 5
M/P 64/100
C.A. "C-1"

ZONED: SPECIFIC PLAN

N32°12'55"E 524.71' (R&M)

LOT 1
210,817 SF

N36°20'46"E
819.42'

LOT 2
647,917 SF

0 50
SCALE IN FEET

S20°00'00"W
989.34'

UNSUBDIVIDED
(STATE LAND) APN 218-16-0080
ZONED: AG

NEW 10' PUBLIC UTILITY/SLOPE
EASEMENT GRANTED BY THIS PLAT

1/2" REBAR
TAGGED RLS
17479

W. SUNSET GALLERY PLACE
EX. 45' PRIVATE STREET
PER M&P 64/100

1/2" REBAR
TAGGED RLS
17479

UNSUBDIVIDED
(THE GALLERY GOLF COURSE)
ZONED: SPECIFIC PLAN "F"

D=09°41'22"
R=675.00'
L=114.15'

1/2" REBAR
TAGGED RLS
17479

NEW 10' PUBLIC UTILITY/SLOPE
EASEMENT GRANTED BY THIS PLAT

W. SUNSET GALLERY PLACE
NEW PRIVATE STREET (COMMON AREA "A")
PER THIS PLAT
13,938 SF

N. SUNSET GALLERY DRIVE
EX. 45' PRIVATE STREET PER M&P 64/100

SET 1/2" REBAR
TAGGED RLS 58324

1/2" REBAR
TAGGED RLS
17479

UNSUBDIVIDED
(THE GALLERY GOLF COURSE)
ZONED: SPECIFIC PLAN "F"

S23°43'23"E
77.33'

MATCHLINE - SEE SHEET #3

N90°00'00"E(R)
612.47'

MATCHLINE - SEE SHEET #3

S20°00'00"W 2145.73' (R&M)

LOT 3

UNSUB

UNSUB

FL1 FL2 FL3 FL4 FL5 FL6 FL7 FL8 FL9 FL10 FL11 FL12 FL13 FL14 FL15 FL16 FL17 FL18 FL19 FL20 FL21 FL22 FL23 FL24 FL25 FL26 FL27 FL28 FL29 FL30 FL31 FL32 FL33 FL34 FL35 FL36 FL37 FL38 FL39 FL40 FL41 FL42 FL43 FL44 FL45 FL46 FL47 FL48 FL49 FL50 FL51 FL52 FL53 FL54 FL55 FL56 FL57 FL58 FL59 FL60 FL61 FL62 FL63 FL64 FL65 FL66 FL67 FL68 FL69 FL70 FL71 FL72 FL73 FL74 FL75 FL76 FL77

F.P.L.

30' E.S.L.

C1 C2 C3 C4 C5 C6 C7 C8 C9

L1 L2 L3 L4

FOR INTERIOR GEOMETRY ONLY

REGISTERED LAND SURVEYOR
16764
WILLIAM M.
BAKER JR.
ARIZONA U.S.A.

FLOODPRONE LIMITS/EROSION HAZARD SETBACK LIMITS

EXISTING FLOODPRONE LIMITS ("F.P.L.") AND EROSION HAZARD SETBACK LIMITS ("E.S.L."), AS SHOWN HEREON, ARE PER THE FINAL PLAT FOR "THE GALLERY PARCEL 5, LOTS 1–14, BLOCK "A" AND COMMON AREAS "A", "B", "C–1"–"C–3"" AS RECORDED AT MAPS AND PLATS BOOK 64, PAGE 100. THE FLOODPRONE LIMITS AND EROSION HAZARD SETBACK LIMITS WERE CERTIFIED BY CLINTON M. GLASS, P.E. "15275", ON 12/3/09. ALL DIMENSIONS SHOWN IN THIS PLAN VIEW (SEE "FL#") AND IN THE "FPL LINE TABLE" ON SHEET #3 ARE PROVIDED FOR REFERENCE.

FINAL PLAT for
SOLANA CANYON, LOTS 1 - 4 AND COMMON AREA "A" (PRIVATE STREET)

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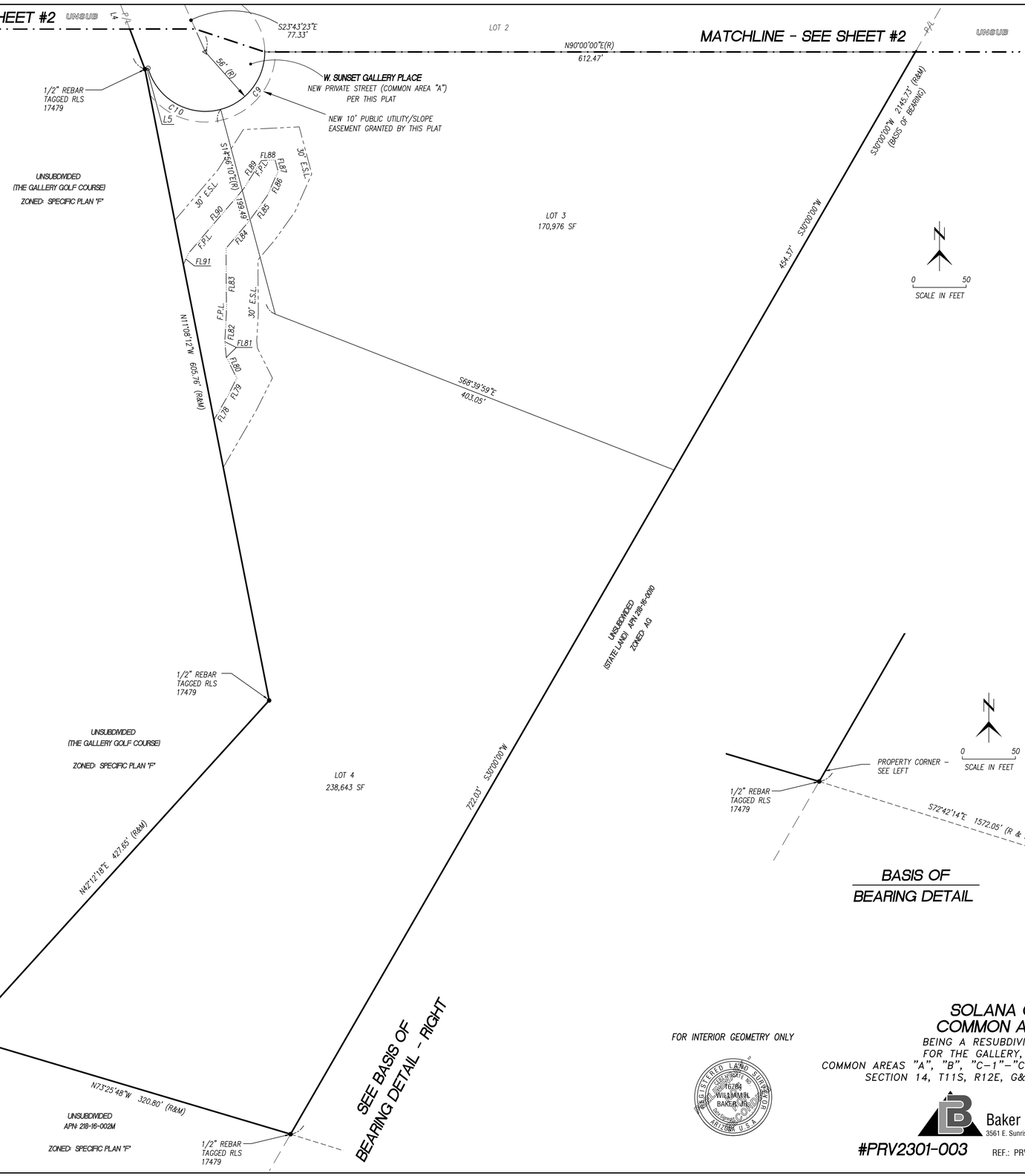
#PRV2301-003 REF.: PRV-04114F JOB #2531.1 DATE: JUNE 1, 2023 SHEET 2 OF 3

SEQUENCE #_____

FL	BEARING	DISTANCE
FL1	N 89° 03' 58" W	8.03'
FL2	N 45° 56' 02" E	8.81'
FL3	N 20° 28' 21" W	11.27'
FL4	N 70° 38' 28" E	12.00'
FL5	S 76° 19' 38" E	36.58'
FL6	S 47° 33' 39" E	30.28'
FL7	S 39° 01' 32" W	18.72'
FL8	S 45° 50' 50" E	58.55'
FL9	N 34° 21' 52" E	72.12'
FL10	N 26° 29' 10" E	24.88'
FL11	N 62° 15' 43" E	20.06'
FL12	N 50° 53' 10" E	21.11'
FL13	S 88° 22' 00" W	77.86'
FL14	S 76° 02' 13" E	15.52'
FL15	N 87° 01' 55" E	27.98'
FL16	N 81° 05' 23" E	36.56'
FL17	S 89° 49' 39" E	25.41'
FL18	S 80° 16' 47" E	33.54'
FL19	N 77° 02' 25" E	18.77'
FL20	N 42° 11' 27" E	32.24'
FL21	N 79° 43' 03" E	23.81'
FL22	N 87° 06' 56" E	39.68'
FL23	N 70° 46' 49" E	27.35'
FL24	S 89° 39' 22" E	59.24'
FL25	N 61° 41' 43" E	19.40'
FL26	N 33° 13' 42" E	33.48'
FL27	N 64° 52' 57" E	29.21'
FL28	N 88° 03' 08" E	18.71'
FL29	N 72° 24' 11" E	44.21'
FL30	N 80° 00' 30" E	36.47'
FL31	N 67° 35' 31" E	67.69'
FL32	N 63° 26' 06" E	50.34'
FL33	N 30° 04' 07" E	44.22'
FL34	N 36° 44' 51" E	22.18'
FL35	N 26° 22' 42" E	36.79'
FL36	S 60° 19' 50" E	40.39'
FL37	S 28° 46' 47" W	17.71'
FL38	S 07° 17' 14" W	23.72'
FL39	S 21° 19' 06" W	41.38'
FL40	S 30° 12' 53" W	24.91'
FL41	S 64° 28' 36" W	12.78'
FL42	S 39° 29' 43" W	33.35'
FL43	S 75° 42' 25" W	26.49'
FL44	S 55° 58' 10" W	26.12'
FL45	S 69° 28' 32" W	15.34'
FL46	N 90° 00' 00" W	20.56'
FL47	N 79° 31' 11" W	20.50'
FL48	N 69° 28' 29" W	7.93'
FL49	S 70° 51' 01" W	12.21'
FL50	S 52° 37' 44" W	24.67'

FL	BEARING	DISTANCE
FL51	S 60° 11' 57" W	15.02'
FL52	S 80° 29' 56" W	12.66'
FL53	S 66° 21' 52" W	39.96'
FL54	S 62° 49' 21" W	39.46'
FL55	S 83° 50' 23" W	18.66'
FL56	N 85° 31' 08" W	21.01'
FL57	S 69° 04' 49" W	26.24'
FL58	S 85° 22' 53" W	33.62'
FL59	S 31° 18' 21" W	20.60'
FL60	S 47° 10' 05" W	12.02'
FL61	S 64° 05' 11" W	59.87'
FL62	S 58° 36' 01" W	16.76'
FL63	S 63° 11' 03" W	66.53'
FL64	S 74° 36' 25" W	43.05'
FL65	S 56° 52' 51" W	34.74'
FL66	S 73° 58' 18" W	31.16'
FL67	S 83° 47' 01" W	32.40'
FL68	S 80° 23' 13" W	20.28'
FL69	S 87° 47' 25" W	61.32'
FL70	S 73° 49' 40" W	47.86'
FL71	S 63° 36' 48" W	38.71'
FL72	N 19° 42' 29" E	16.83'
FL73	N 41° 31' 54" W	18.77'
FL74	N 69° 56' 13" W	22.51'
FL75	N 02° 20' 56" E	21.29'
FL76	N 69° 03' 58" W	18.53'
FL77	N 89° 03' 58" W	7.75'
FL78	N 30° 00' 56" E	25.86'
FL79	N 26° 41' 06" E	19.04'
FL80	N 26° 35' 26" W	21.94'
FL81	N 05° 47' 37" W	14.74'
FL82	N 03° 23' 19" E	27.12'
FL83	N 00° 24' 25" W	60.72'
FL84	N 40° 11' 55" E	34.13'
FL85	S 35° 37' 14" W	28.59'
FL86	N 23° 57' 45" E	25.44'
FL87	N 14° 55' 53" W	11.06'
FL88	S 87° 13' 01" W	12.84'
FL89	S 32° 12' 39" W	31.58'
FL90	S 40° 34' 00" W	79.84'
FL91	S 23° 53' 17" W	11.66'

FPL LINE TABLE



NUMBER	DIRECTION	DISTANCE
L1	S46°15'15"E	88.31'
L2	S66°16'35"W	22.50'
L3	N66°16'35"E	22.50'
L4	N20°38'29"W	130.35'
L5	S74°08'45"W	3.17'

LINE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	14°58'12"	203.50	53.17
C2	22°31'52"	697.50	274.29
C3	02°08'43"	652.50	24.43
C4	71°56'50"	39.50	49.60
C5	13°13'12"	697.50	160.93
C6	09°18'41"	697.50	113.35
C7	46°50'45"	50.00	40.88
C8	70°34'08"	56.00	68.97
C9	75°03'50"	56.00	73.37
C10	89°04'55"	56.00	87.07

CURVE TABLE

BASIS OF BEARING DETAIL

FLOODPRONE LIMITS/EROSION HAZARD SETBACK LIMITS

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FOR INTERIOR GEOMETRY ONLY

REGISTERED LAND SURVEYOR 76764 WILLIAM H. BAKER JR. ARIZONA U.S.A.

FINAL PLAT for

SOLANA CANYON, LOTS 1 - 4 AND COMMON AREA "A" (PRIVATE STREET)

BEING A RESUBDIVISION OF BLOCK "A" OF THE FINAL PLAT FOR THE GALLERY, PARCEL 5, LOTS 1–14, BLOCK A, AND COMMON AREAS "A", "B", "C–1"–"C–3", AS RECORDED IN BOOK 64 PAGE 100 MAPS & PLATS
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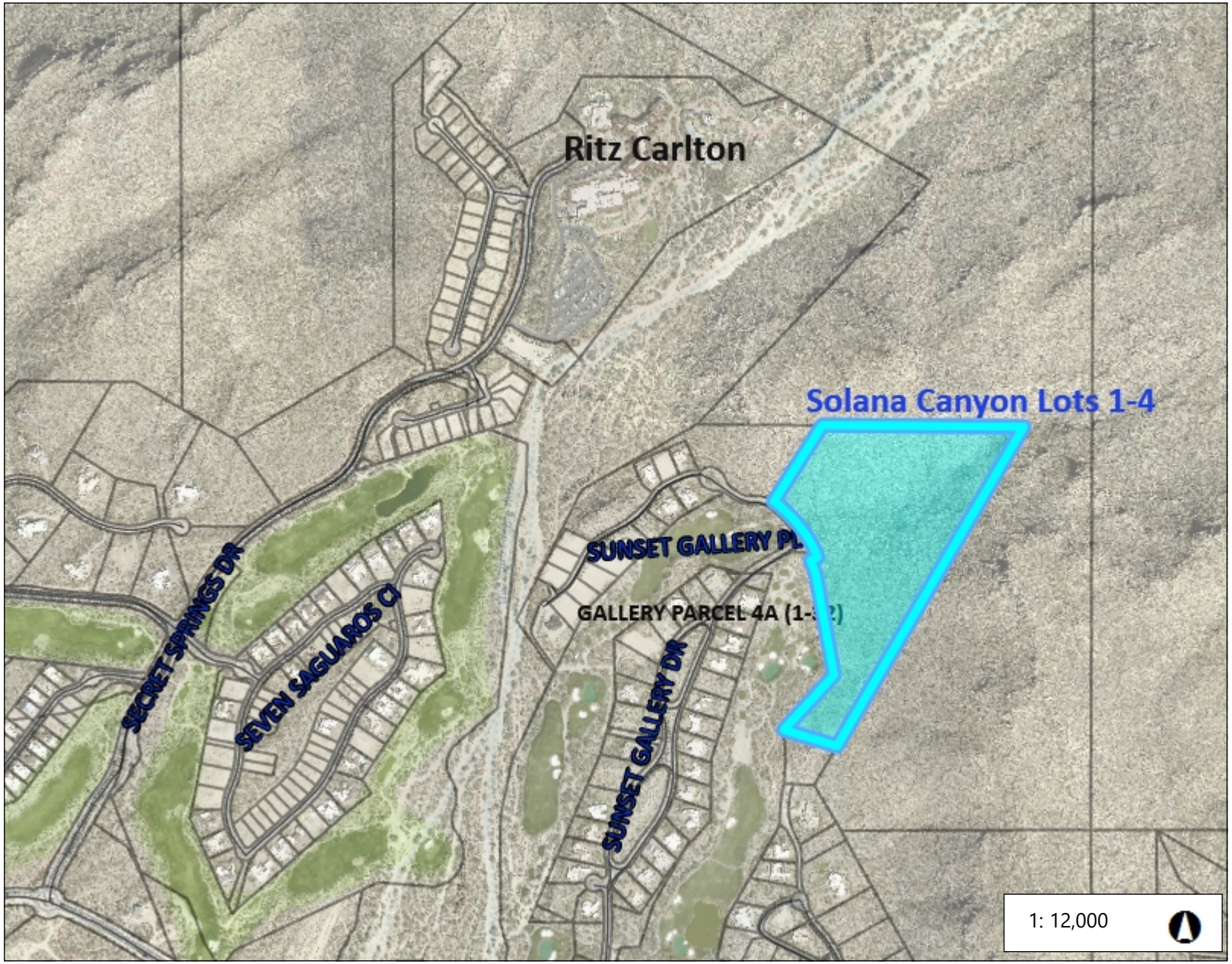
Baker & Associates Engineering, Inc.
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#PRV2301-003 REF.: PRV-04114F JOB #2531.1 DATE: JUNE 1, 2023 SHEET 3 OF 3

SEQUENCE #_____

Town of Marana Planning

Final Plat for Solana Canyon Lots 1-4





Legend

- Marana Town Limits
- Parcels (Black)
- Marana Streets

Notes

0.4 0 0.19 0.4 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name:	Solana Canyon, Lots 1-4		
Description of Project:	Single Family Residential	Number of Lots:	4
Parcel No.(s):	218-37-3570	Gross Area (Acres):	29.4
Project Address:	14634 N. Sunset Gallery Dr., Marana, AZ 85658		
Ref. Project No.:	PRV-07114F		

CONTACT INFORMATION

Owner: Stewart Title & Trust #3573	Contact Name: Bill Hallinan, Cottonwood Properties		
Address: 3567 E. Sunrise Drive, #219	City: Tucson	State: AZ	Zip: 85718
Email: bhallinan@cottonwoodproperties.com	Phone No.: (520) 299-8424		
Applicant: Baker & Associates Engineering, Inc.	Contact Name: Marty Magelli, P.E.		
Address: 3561 E. Sunrise Drive, #225	City: Tucson	State: AZ	Zip: 85718
Email: marty@baetucson.com	Phone No.: (520) 318-1950		
Consultant/Engineer: see above	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		

OWNER/APPLICANT AUTHORIZATION

I hereby certify that the information set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. (If applicant is not the owner, attach written authorization from the owner.)

Wm Hallinan		12-3-22
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No._____ **Date Received**_____

Council-Regular Meeting **C5**

Meeting Date: 06/20/2023

To: Mayor and Council

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

From: Curt Woody, Director of Economic Development and Tourism

Date: June 20, 2023

Strategic Plan Focus Area:
Thriving Commerce

Subject: Resolution No. 2023-059: Relating to Economic Development; approving and authorizing the Mayor to execute a Funding and In-Kind Support and Assistance Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2023-2024 to support operation of the Marana Visitor Center and provision of services to the Marana community (Curt Woody)

Discussion:

The Marana Chamber of Commerce was established in 1987 with a vision to "Build Business and Community Relationships." The Chamber's mission is for staff and members to work collaboratively with all industries and levels of government to build a balance between economic growth and quality of life in our community. For many years, the Town and the Chamber have worked collaboratively to promote economic development and commerce in the Town of Marana, with the Town providing annual funding to the Chamber for these purposes pursuant to a funding agreement approved by Council.

Under the proposed agreement for FY 23-24, the Town will provide $70,000 in funding for the Chamber's operation of the Marana Visitor Center and for other activities undertaken by the Chamber pursuant to the agreement. Additionally, the Town will provide in-kind support and assistance for the Chamber's new Impact Marana Program ("Program"), which will launch at the beginning of fiscal year 2024. Participants in the Program will gain a comprehensive understanding of all facets of Marana in order to become more impactful business and community leaders driving

the future of our economy.

Under the agreement, the Chamber will:

1. Operate the Marana Visitor Center during established business hours of 9:00 AM – 4:00 PM, Monday through Thursday and 9:00 AM-12:00 PM on Fridays, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will also collaborate on finding ways to improve the Visitor Center's appearance and experience, and in finding volunteer staffing for the Center;
2. Provide a link to the Town's tourism website for visitor information;
3. Provide opportunities, as requested, for representatives of the Town to address the Marana community. These opportunities may be as part of another event organized by the Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events;
4. Produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. The Town may request up to 2,500 maps and directories from the Chamber for the Town's own distribution;
5. Organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs;
6. Collaborate with the Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate;
7. Partner with the Town to promote tourism, including participating in any tourism development initiatives organized and implemented by the Town.
8. Partner with the Marana Tourism Office on events and activities to promote the film industry in the Town; and
9. Plan, develop, and administer the Program.

The Chamber will monitor and report quarterly on progress in each of the above categories.

Under the Agreement, the Town will commit to $70,000 in funding from the Town's Fiscal Year 2023-2024 budget to the Chamber. Additionally, the Town will provide in-kind support and assistance to support the Program, including logo design services, administrative support assistance, cross promotion on Town platforms.

The term of the agreement is one year, expiring on June 30, 2024.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	Y
Amount:	$70,000

The amount remains unchanged from the prior year agreement.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2023-059, approving and authorizing the Mayor to execute a Funding and In-Kind Support and Assistance Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2023-2024 to support the operation of the Marana Visitor Center and provision of services to the Marana community.

Attachments

Resolution No. 2023-059

Exhibit A to Resolution

MARANA RESOLUTION NO. 2023-059

RELATING TO ECONOMIC DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AND IN-KIND SUPPORT AND ASSISTANCE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA CHAMBER OF COMMERCE, INC. FOR FISCAL YEAR 2023-2024 TO SUPPORT OPERATION OF THE MARANA VISITOR CENTER AND PROVISION OF SERVICES TO THE MARANA COMMUNITY

WHEREAS the Marana Strategic Plan 5 includes "Thriving Commerce" as a focus area with a principle statement to recruit and maintain a diverse commercial sector that is supported by local workforce training and funding opportunities; and

WHEREAS the Marana Chamber of Commerce operates the Marana Visitor Center and provides other services to the Town and the community; and

WHEREAS the Marana Chamber of Commerce will launch the Impact Marana Program ("Program") at the beginning of fiscal year 2024; and

WHEREAS participants in the Program will gain a comprehensive understanding of all the facets of Marana in order to become more impactful business and community leaders driving the future of our community; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the funding and in-kind support and assistance agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2023-2024, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

BE IT 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 terms, obligations, and objectives of the funding agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of June, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

FUNDING AND IN-KIND SUPPORT AND ASSISTANCE AGREEMENT
MARANA CHAMBER OF COMMERCE, INC.

THIS FUNDING AND IN-KIND SUPPORT AND ASSISTANCE AGREEMENT ("Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("Town") and the MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) nonprofit corporation ("Chamber"). The Town and Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. Town has established a need for economic development activities to ensure a sustainable community and is dedicated to providing exceptional community programs and services that create opportunities for citizen and business engagement as directed by the Thriving Commerce focus area of the Town's Strategic Plan.

B. Chamber is a nonprofit corporation that serves to improve the economic environment for its members and the community as a whole and operates a Visitor Center and provides other services for the community that provide information about Town's attractions and business services benefitting the Town and its residents.

C. Town has determined that the general welfare of the citizens of Marana will be substantially advanced by authorizing the funding under the terms and conditions and for the purposes as set forth in this Agreement.

D. Town has determined that the general welfare of the citizens of Marana will be substantially advanced by Town providing in-kind support and assistance to Chamber's implementation of the Impact Marana Program ("Program"), wherein Program participants gain a comprehensive understanding of all facets of Marana in order to become more impactful business and community leaders driving the future of our community.

E. Town finds that the benefits to Town resulting from Chamber's Program have a value at least equal to the fair market value of the in-kind support and assistance to be provided to Chamber by Town pursuant to this Agreement.

F. The Parties acknowledge that tracking Town payments and Chamber outputs and outcomes resulting from Town funding is prudent practice to assure

that public funds are appropriately used and that the public receives the anticipated benefits of the funding.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by reference, the Parties agree as follows:

Section 1. Funding. Town hereby commits $70,000 of funding from Town's Fiscal Year 2023-2024 budget to Chamber to assist in funding Chamber's activities under this Agreement.

Section 2. Support and Assistance. Between July 1, 2023 and June 30, 2024, Town shall provide in-kind support and assistance, at no cost to Chamber, as set forth in Exhibit A, attached hereto and incorporated herein by this reference. In addition to the in-kind support and assistance listed in Exhibit A, Town shall also:

2.1. Cross-promote the Program through Town's media and communication outlets.

2.2. Assist Chamber in creating a Program logo design with a maximum of two reviews.

2.3. Assist Chamber in the participant application process, including reviewing applications and interviewing applicants.

Section 3. Outputs. Between July 1, 2023 and June 30, 2024, Chamber hereby agrees to provide the following outputs with Town's general assistance, funding, and in-kind support and assistance provided under this Agreement:

3.1. Chamber will operate the Marana Visitor Center during established business hours of Monday through Thursday, 9:00 am to 4:00 pm, and Friday 9:00 am to 12:00 pm, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. Chamber and Town will collaborate on finding ways to improve the Visitor Center's appearance and experience, and staffing from volunteers.

3.2. Chamber will provide a link on its website to the Town's tourism website for visitor information.

3.3. Chamber will provide opportunities, as requested, for representatives of Town to address the Marana community. These opportunities may be as part of another event organized by Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.

3.4. Chamber will produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. Town may request from Chamber a maximum of 2,500 maps and 2,500 directories for its own distribution.

3.5. Chamber will organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.

3.6. Chamber will collaborate with Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.

3.7. Chamber will partner with Town to promote tourism, including, but not limited to, participating in any tourism development initiatives organized and implemented by Town.

3.8. Chamber will partner with the Marana Tourism office on events and activities to promote the film industry in Town.

3.9. Chamber shall plan, develop and administer the Program at 13251 N. Lon Adams Road as follows:

3.9.1. Schedule to launch the Program at the beginning of Fiscal Year 2024 and aim to continue the Program on a yearly basis with different participants.

3.9.2. Chamber shall recruit, select, approve, and contract with presenters required for each of the Program's topic sessions.

3.9.3. Chamber shall recruit and select the Program participants and administer the participant application process.

3.9.4. Chamber shall provide sufficient staffing to present and administer the Program.

3.9.5. Chamber shall include Town's logo on Chamber's social media, website and any printed and electronic Program marketing material.

3.9.6. Chamber may assess, collect, and retain fees from participants in the Program and shall make available to the Town for inspection any books, ledgers or statements kept by Chamber regarding activities conducted pursuant to this Agreement. Chamber shall be liable for all taxes applicable to the proceeds received by Chamber under this Agreement.

Section 4. Payments. Town shall pay Chamber in three installments of $23,333.33 each, once per quarter, except the fourth quarter of Town's fiscal year,

upon receipt of a completed Payment Request Form in substantially the form attached as Exhibit B.

Section 5. Reporting. Within 15 days after the end of each calendar quarter for which Chamber receives funding under this Agreement or before receiving its next quarterly payment, whichever occurs first, Chamber shall complete and submit to Town a written quarterly report in substantially the form attached as Exhibit C, demonstrating Chamber's progress toward the outputs listed in Section 33 of this Agreement. Town may additionally request a written or oral report from Chamber at any time demonstrating Chamber's progress in complying with each of the outputs listed in Section 33 of this Agreement.

Section 6. Required Insurance. Before receiving any payment under this Agreement, Chamber shall deliver to Town one or more certificates of insurance with carriers acceptable to Town evidencing the following minimum coverages for at least the term of this Agreement:

6.1. $1,000,000 per occurrence commercial general liability coverage with Town listed as additional insured. Chamber shall deliver an additional insured endorsement along with the certificate(s) of insurance required by this Section. As an additional insured, Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.

6.2. $1,000,000 per occurrence business automobile liability (if the Chamber has vehicles).

6.3. $1,000,000 per occurrence directors and officers coverage with Town listed as additional insured.

6.4. State of Arizona minimum workers' compensation coverage (if Chamber has paid staff).

6.5. The coverage requirements specified in this Section may not be changed or modified except by written agreement signed by all Parties.

Section 7. Corporate Documents. Before receiving initial payment under this Agreement, Chamber shall ensure that copies of the following Chamber documentation, including any and all amendments are on file with Town:

7.1. Articles of incorporation.

7.2. Current bylaws.

7.3. List of current members of Chamber's Board of Directors.

7.4. Current fiscal year's budget approved by Chamber's Board of Directors.

7.5. Internal Revenue Service designation letter.

Section 8. Amendments to Insurance and Documentation. True and accurate copies of any amendments during the term of this Agreement to coverages or terms of insurance required by Section 6 above or to Chamber's corporate documentation listed in Section 7 above shall be provided to Town as soon as practicable after approval, but in any event not later than one calendar week after they become effective. Amendments that reduce the insurance coverages below the minimums set forth in Section 6 above or that in Town's reasonable opinion materially affect Chamber's ability to deliver the outputs set forth in Section 3 above constitute default for which Town may withhold payment until Chamber restores the minimum insurance coverages or restores Chamber's ability to deliver the outputs.

Section 9. Default and Dispute Resolution. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Section 11 below to the Defaulting Party, stating the nature of the default claimed and demanding that the default be corrected. The Defaulting Party shall then have 20 days from the date of the notice within which to cure the default. If any default is not cured within 20 days, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 9.1 and 9.2 below.

9.1. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve among themselves, the Parties agree that there shall be a 21-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Chamber and Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter Town shall (on its behalf and on behalf of Chamber) request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The cost of mediation shall be divided equally between the mediating Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium period.

9.2. Arbitration. If mediation (paragraph 9.1 above) fails to result in resolution of the dispute, the dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by all Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

Section 10. Indemnification. Chamber agrees to defend, save, hold harmless, and indemnify Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from Chamber's errors, omissions, or negligent acts in the performance of activities pursuant to this Agreement.

Section 11. Manner of Serving. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To Town:

TOWN OF MARANA
Director of Economic Development and Tourism
11555 West Civic Center Drive, Building A3
Marana, Arizona 85653

With a copy to:

TOWN OF MARANA
Town Attorney
11555 West Civic Center Drive Building A3
Marana, Arizona 85653

To Chamber:

MARANA CHAMBER OF COMMERCE, INC.
President and CEO
13251 N. Lon Adams Rd.
Marana, Arizona 85653

Section 12. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by Town or Chamber of the breach of any term of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other term of this Agreement.

Section 13. Attorney's Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver, requiring disputes to be resolved by binding arbitration.

Section 14. Headings. The descriptive headings of this Agreement are inserted to assist in understanding the meaning and construction of this Agreement.

Section 15. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

Section 16. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

Section 17. Time Essence. Time is of the essence for purposes of this Agreement.

Section 18. No Assignment. Chamber's obligations under this Agreement may not be assigned without the written consent of the Town Manager or designee.

Section 19. No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Town and Chamber. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

Section 20. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 21. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

Section 22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

Section 23. Amendments to Agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed by this Agreement.

Section 24. Good Standing; Authority. Chamber represents and warrants to Town that it is duly formed and validly existing under the laws of the State of

Arizona. Town represents and warrants to Chamber that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

Section 25. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

Section 26. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

Section 27. Interpretation. This Agreement has been negotiated by Town and Chamber, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

Section 28. Force Majeure. If any Party is unable to perform under this Agreement by reason of "force majeure," then the failure to perform shall not constitute a default under this Agreement as long as the non-performing Party uses its best effort to remedy with all reasonable speed the event or condition causing the non-performance and performance can be restored within a reasonable amount of time. "Force majeure" means any condition or event not reasonably within the control of a Party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities.

Section 29. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by government entities in certain instances involving conflicts of interest.

Section 30. Immigration Laws. Chamber warrants that it, and any subcontractor who performs any work for Chamber under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Chamber acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

Section 31. Israel Boycott Divestments. Chamber certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

Section 32. Effective Date; Term. This Agreement is effective on the date of the last Party's signature below and shall automatically terminate and shall thereafter be void for all purposes on June 30, 2024, unless sooner terminated by the mutual consent of the Parties.

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

Town:
THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

Chamber:
MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) non-profit corporation

By: _____
Printed: _____
Its: _____
Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

EXHIBITS

A. In-Kind Support and Assistance

B. Payment Request Form

C. Quarterly Report Form

EXHIBIT A
IN-KIND SUPPORT AND ASSISTANCE

Town In-Kind Support to Marana Chamber Impact Marana Program Implementation		
In-Kind Contribution Type	**Unit**	**Unit Quantity**
Program Logo Design Services (Graphic Designer)	hour	20 / year
Administrative Support Assistance (Assistant to the Town Manager)	hour	25 / year
Cross Promotion on Town Platforms (Communications Manager)	hour	2 / year

TOWN OF MARANA

EXHIBIT B - PAYMENT REQUEST FORM (FY 2023-2024)

Agency/Contractor: Marana Chamber of Commerce, Inc.

Project Name: Visitor's Center Operations

Prepared by: _____
Name: Title:

Authorized by: _____
Authorized Signer Date:

Period Reimbursement Requested For: _____

Payment Number: _____ Expenditures This Period: $ _____

+ / - Adjustments (Program Income/Other): $ _____

Net Request This Period: $ _____

Line Item	Line Item Description	Approved Budget (A)	Expenditures This Period (B)	Expenditures Prior Periods (C)	Balance (D)
1.	Services Support	$ 70,000.00	$ -0-	$ -0-	$ 70,000.00
2.					
3.					
4.					
5.					
	TOTAL (must total Town of Marana award)	$	$	$	$

NOTE: For each line item, the figures in Columns (B), (C), and (D) must total the figure in Column (A).

MANAGER APPROVAL: _____ QUARTERLY REPORT RECEIVED: ☐ YES DATE: _____

FINANCE APPROVAL: _____ CHECK NUMBER: _____ DATE: _____

All requests for budget changes are required to be submitted in writing and approved by Economic Development and Tourism. Changes will only be allowed as long as the total dollar amount contracted for remains the same, the costs are eligible and the 20% administrative cap is not exceeded. **Failure to submit timely quarterly performance measures reports may delay the processing of payment requests.**

Town of Marana
Quarterly Report – Exhibit C
Fiscal Year 2023-2024

Agency Name: Marana Chamber of Commerce, Inc. **Project:** Visitor's Center Operations

Projected Annual Performance Outcomes and Measurement	July 1- September 30 2023	October 1- December 31 2023	January 1- March 31 2024	April 1- June 30 2024	Year-to- Date Totals	List of Activities with Date
Output: The Chamber will produce and distribute 8,000 Membership Directories. **Data Source:** Chamber records						
Output: The Chamber will distribute 8,000 Marana maps to area merchants, visitor centers, and attractions. **Data Source:** Chamber records						
Output: The Visitor's Center will operate Monday - Thursday, 9:00 am to 4:00 pm, and Friday 9:00 am to 12:00 pm, observing regular holidays. **Data Source:** Calendar						
Output: The Chamber will track the number of hits on the Visitor section on its website. **Data Source:** Website Counter						
Output: The Visitor's Center will track the number of visitors to the center. **Data Source:** Chamber records						

Council-Regular Meeting **C6**

Meeting Date: 06/20/2023

To: Mayor and Council

Submitted For: Laine McDonald, Town Magistrate

From: Trudi Shumate, Court Administrator

Date: June 20, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-060: Relating to Municipal Court; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2023-2024 (Laine McDonald)

Discussion:

Marana Municipal Court uses technology and staff from the Pima County Adult Detention Center to conduct video hearings for prisoners who have been arrested, held, or sentenced for their Marana Municipal Court charges. This is the most efficient way to ensure these individuals are seen by a judge in Marana in a timely manner without having to bear the cost, risk, and complications associated with transporting these defendants to the court to be seen in person. The attached IGA is substantially the same as the IGA approved by the Council for 2022-2023. This resolution approves the agreement and authorizes the Mayor to execute it on behalf of the Town. The agreement has a one-year term, from July 1, 2023 to June 30, 2024, and may be extended for an additional four years.

Financial Impact:

Fiscal Year:	2023 - 2024
Budgeted Y/N:	Y

Amount: $12,000

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2023-060, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for the provision of video-court hearings of municipal prisoners for 2023-2024.

Attachments

Resolution No. 2023-060

Exhibit A to Resolution

MARANA RESOLUTION NO. 2023-060

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL PRISONERS FOR 2023-2024

WHEREAS individuals who are incarcerated pursuant to charges and orders under the jurisdiction of the Marana Municipal Court are held at the Pima County Adult Detention Center; and

WHEREAS the Pima County Adult Detention Center has the staff and technology necessary for these prisoners to appear in Marana Municipal Court via video-conferencing; and

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide video-court hearings for Marana Municipal Court prisoners; and

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

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

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

SECTION 1. The intergovernmental agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners attached as Exhibit A to and incorporated by this reference in this resolution is hereby approved, and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

Mayor Ed Honea

ATTEST:

David Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF MARANA
AND
PIMA COUNTY
FOR
PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL INMATES
CTN-SD-23*156

THIS INTERGOVERNMENTAL AGREEMENT (IGA), is entered into pursuant to ARS § 11-952 (as amended) by and between:

THE TOWN OF MARANA, a municipal corporation, (hereinafter sometimes referred to as the "Town"); and

THE COUNTY OF PIMA, a body politic and corporate, a political subdivision of the State of Arizona, (hereinafter sometimes referred to as the "County").

WHEREAS the Parties desire to enter into an agreement to provide video-court hearings for municipal inmates; and

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

WHEREAS the provision of video-court hearings for municipal inmates will be in the best interests of the Parties and the citizens of Pima County.

NOW THEREFORE, The Town and County hereby agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for the Pima County Sheriff's Department Corrections Bureau to provide the Town of Marana Municipal Court with a video court session between Marana Municipal Court (MMC) and the Pima County Adult Detention Complex (PCADC).

2. **Obligations of the Parties.** PCADC will be responsible for pulling MMC's inmate files and preparing them for court, preparing their inmates for court, providing security in the video-court hearing, coordinating workflow support, specific to distributing court documentation from MMC to inmate and if applicable, completing electronic return (via fax or email) to MMC.

   MMC shall fax PCADC's Records Unit appropriate documentation on each MMC defendant prior to the defendant leaving the video court session.

   Each video court session will be held week days, beginning at 1200 hours. This session both Town and County agree that this schedule may be changed based on either party's need for

more video court time, or based on other factors that could require a different schedule. MMC shall complete the video court session no later than 1300 hours. Any hearing extending past 1300 hours shall be continued at a later date.

Town will pay for up to three hours of video court weekly which will cover the cost of one Corrections Officer for one hour for security. The current salary rate for these employees is:

Corrections Officer (1 hour)	$39.23
Total for three hours:	$117.69

"Town of Marana inmate" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Municipal Court, as a result of an agreement between the Town of Marana and another jurisdiction to allow the person to serve his/her sentence locally, or has been sentenced pursuant to an order of the Town of Marana Municipal Court and for whom the Town of Marana has the legal obligation to provide or pay for prisoner housing (this Agreement does not create such an obligation, that obligation exists under current Arizona Law). A prisoner arrested by the Town of Marana Police Department solely on another governmental entity warrant is not a Town of Marana prisoner.

Criteria and Rules Governing Billing:

a. A "billable video-court session" is defined as that period commencing at 1200 hours and ending at 1300 hours Monday, Wednesday and Thursday, or any fractional part thereof.

b. Should a "billable video-court session" not occur in any given week, the Town will not be billed that week.

c. The Town will be billed monthly for these services. Invoicing for these services will be separate from the monthly incarceration billing invoice and must be paid separately.

Criteria for Assessment of Billing:

a. The costs of a "billable video-court session" shall be based on the current rates of salary each involved class of employee currently earns. These rates are subject to increase as wages increase for the classification.

b. County will give Town a thirty (30) day notice of any salary rate increase and Town will be billed accordingly.

County will submit a statement of Town video-court session charges on a monthly basis. This statement shall provide information in chronological order as follows: billing period, dates of video court sessions, weekly costs of individual employees, weekly totals, and the monthly total bill.

Any individual video court session charge contested shall be made known to the County within 30 days after receipt of the monthly billing. If the Town notifies the County of a dispute within 30 days of receipt of the monthly billing, the Town may withhold payment on those specific video court sessions for which billing is disputed until the dispute has been resolved. No dispute will be accepted if not made within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. All charges shall be paid within sixty days of receipt of the monthly

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

3. **Term**. This IGA shall be in effect from July 1, 2023 through June 30, 2024. This IGA may be extended for four (4) additional one (1) year periods or any portion thereof. Any extension shall be by written amendment executed by the governing bodies of the parties.

4. **Costs.** Neither party shall be obliged to the other party for any costs incurred pursuant to this IGA, except as herein provided.

5. **Jurisdiction.** Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of either of the parties.

6. **Indemnification.** To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, employees and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this Agreement for acts or omissions of such party, its agents, officials, and employees.

7. **Insurance.** Each party shall obtain and maintain at its own expense, for the duration of this IGA, the following type(s) and amounts of insurance:

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

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

   c) If this IGA involves professional services, professional liability insurance in the amount of $1,000,000.00.

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

   The above requirements may be met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11-952.01 at no less than the minimal coverage levels set forth in this article. Parties to this IGA shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate

sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to the Town other than for services already provided.

9. **Termination.** Either party may, at any time and without cause, terminate this IGA by providing ninety (90) days written notice of intent to terminate.

10. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to the provisions of ARS § 38-511, the pertinent provisions of which are incorporated herein by reference.

11. **Compliance with Laws.** Each party to this IGA comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA, and any disputes hereunder. Any action relating to this IGA shall be brought in a court of the State of Arizona in Pima County. Any charges in the governing laws, rules, and regulations during the terms of this IGA shall apply, but do not require an amendment.

12. **Non-Discrimination.** Town and County will not discriminate against any Town or County employee, client or any other individual in any way involved with the Town or County, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Intergovernmental Agreement. Town and County agree to comply with the provisions of Arizona Executive Order 99-4, which are incorporated into this agreement by reference as if set forth in full.

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

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

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

16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and Town employees, or between Town and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

17. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

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

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

County:

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

Town:

Town of Marana
11555 W. Civic Center Dr. Bldg A.
Marana, AZ 85653

With copies to:

County Administrator
115 N. Church Ave.
2nd Floor, Suite 231
Tucson, AZ 85701

Clerk of the Board
33 N. Stone Ave., Suite 100
Tucson, AZ 85701

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

Remainder of Page Intentionally Left Blank

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

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

ATTEST:

TOWN OF MARANA, a municipal corporation

_____
Town of Marana Clerk

_____
Mayor

_____
Date

_____
Date

ATTEST:

PIMA COUNTY, a body politic

_____
Clerk, Board of Supervisors

_____
Chair, Board of Supervisors

_____
Date

_____
Date

Intergovernmental Agreement Determination

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

PIMA COUNTY:

Deputy County Attorney

TOWN OF MARANA:

Town of Marana Attorney

Council-Regular Meeting **C7**

Meeting Date: 06/20/2023

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Wayne Barnett, Deputy Director Parks & Recreation

Date: June 20, 2023

Strategic Plan Focus Area:
Healthy Lifestyles

Strategic Plan Focus Area Additional Info:
The Town of Marana's Strategic Plan places an emphasis on Healthy Lifestyles, with a goal of offering a wide variety of recreational programs and amenities for residents of all ages and abilities.

Subject: Resolution No. 2023-061: Relating to Parks and Recreation; approving and authorizing the acceptance of grant funding from Gila River Indian Community State-Shared Revenue Program funds for the purchase of exercise equipment to be used in the Marana Senior Wellness Improvement Program; and approving and authorizing the Town Manager to sign any and all documents required to accept the grant (Jim Conroy)

Discussion:
The Parks and Recreation Department strives to offers a wide variety of services for Marana residence of all ages. The Marana Senior program is one of the department's most popular programs with nearly 500 members. This program provides participants with opportunities to participate in many different activities. Health and Wellness is a major focus of programming in this program.

The current Community Center has an exercise room that is available to all members. The equipment in this room is outdated. Providing new equipment will offer safer, more welcoming fitness opportunities for Seniors.

The passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for new gaming compacts between the State and the respective tribes. An important provision of Proposition 202 is the sharing of gaming revenues with the State. A portion of the revenue to be shared can be retained by a tribe and distributed itself.

Specifically, Proposition 202 states: "The Tribe shall make twelve percent (12%) of its total annual contribution under Section 12(B) in either or both of the following forms: (1) Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development. (2) Deposits to the Commerce and Economic Development Commission Local Communities Fund established by A.R.S. Section 41-1505.12." The Gila River Indian Community (GRIC) has opted for option one above and therefore distributes these "12 percent" funds directly to cities, towns, or counties through our State Shared Revenue Grants Program. Since 2003 the Gila River Indian Community has contributed over 70 million dollars to Arizona communities through this revenue sharing program alone.

The Marana Parks & Recreation Department, Senior Program Wellness Improvement, has been selected to receive a grant award in the amount of $19,574.00. In accordance with GRIC guidelines, in order to move this application forward through the final approval process, a resolution from the Town of Marana approving and authorizing the acceptance of the funds for the purposes outlined in the grant application is required. This document must be provided no later than August 18, 2023.

Financial Impact:

Budget funding capacity for this program exists in Fund 2015 (Grants) for FY2024.

Staff Recommendation:

Staff recommends approval of the resolution.

Suggested Motion:

I move to adopt Resolution No. 2023-061, approving and authorizing the acceptance of grant funding from Gila River Indian Community State-Shared Revenue Program funds for the purchase of exercise equipment to be used in the Marana Senior Program, and approving and authorizing the Town Manager to sign any and all documents required to accept the grant.

Attachments

Resolution No. 2023-061

MARANA RESOLUTION NO. 2023-061

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM GILA RIVER INDIAN COMMUNITY STATE-SHARED REVENUE PROGRAM FUNDS FOR THE PURCHASE OF EXERCISE EQUIPMENT TO BE USED IN THE MARANA SENIOR WELLNESS IMPROVEMENT PROGRAM; AND APPROVING AND AUTHORIZING THE TOWN MANAGER TO SIGN ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE GRANT

WHEREAS the Gila River Indian Community, through their State-Shared Revenue Program, provides funds to cities, towns, and counties related to government services in the areas of economic development, education, healthcare, public safety, and transportation; and

WHEREAS the Town of Marana's Gila River Indian Community Grant Application (Grant Cycle 2023) dated March 29, 2023 (the "Grant Application") submitted to the Gila River State-Shared Revenue Program has been recommended for approval, and the Town of Marana is willing to accept $19,574.00 in grant funding to be paid over a period of one year for the Marana Parks & Recreation Department's Senior Wellness Improvement Program; and

WHEREAS the Mayor and Council find 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 acceptance of grant funding in the amount of $19,574.00, to be paid to the Town of Marana over a period of one year from the Gila River Indian Community State-Shared Revenue Program funds for the purposes outlined in the Town's Grant Application, is hereby authorized and approved.

SECTION 2: The Town Manager is hereby authorized and directed to sign any and all documents necessary to fulfill the acceptance requirements of the Gila River Indian Community State-Shared Revenue Program, and the Town's Manager and staff are hereby authorized and directed to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the grant.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C8**

Meeting Date: 06/20/2023

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Libby Shelton, Deputy Town Attorney

Date: June 20, 2023

Strategic Plan Focus Area:
Healthy Lifestyles

Strategic Plan Focus Area Additional Info:
Focus Area 4: Healthy Lifestyles Goal: Offer a wide variety of recreational programs and amenities for residents of all ages and abilities.

Subject: Resolution No. 2023-062: Relating to Parks and Recreation; approving and authorizing the Mayor to execute the first amendment to an intergovernmental agreement for educational services and programming between the Town of Marana and Pima County (Jim Conroy)

Discussion:
On March 5, 2019, the Town Council approved Resolution No. 2019-018 authorizing an intergovernmental agreement ("IGA") for educational services and programming between the Town of Marana and Pima County. The IGA authorized collaboration between the Town and Pima County to deliver environmental education and interpretive programs in Marana by authorizing Pima County staff to deliver programming and services at designated Town parks, trails, preserves, and facilities.

On September 6, 2022, the Town of Marana council adopted the Town of Marana Strategic Plan Five, identifying as a focus area "Healthy Lifestyles" with a goal to offer a wide variety of recreational programs and amenities for residents of all ages and abilities.

Approval of this first amendment to the IGA, will extend the term of the IGA for an

additional four years from July 1, 2023 through June 30, 2027. Additionally, the IGA amends the financing structure for the agreement. The IGA originally provided for the Town to share program revenues and retain 25% of paid registration fees. The amendment to the IGA would change the financing and have the County invoice the Town $75.00 per class for Outdoor Classes with up to 20 people and $200.00 per class for Workshops with up to 20 people.

Financial Impact:

This agreement generates revenue for the Town which is immaterial to the Town's overall revenues.

Staff Recommendation:

Staff recommends approval of the first amendment to the intergovernmental agreement for educational services and programming between the Town of Marana and Pima County.

Suggested Motion:

I move to adopt Resolution No. 2023-062, approving and authorizing the Mayor to execute the first amendment to an intergovernmental agreement for educational services and programming between the Town of Marana and Pima County.

Attachments

Resolution No. 2023-062
Exhibit A to Resolution

RESOLUTION NO. 2023-062

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND PROGRAMMING BETWEEN THE TOWN OF MARANA AND PIMA COUNTY

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

WHEREAS on March 5, 2019, the Town Council approved Resolution No. 2019-018 executing an intergovernmental agreement (IGA) between the Town of Marana and Pima County authorizing Pima County staff to provide educational services and programming at designated Town parks, trails, preserves, and facilities; and

WHEREAS the Town and Pima County seek to amend the IGA to extend the term for another four years from July 1, 2023 through June 30, 2027 and to amend the financing structure of the agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the first amendment to an intergovernmental agreement between the Town of Marana and Pima County for the delivery of educational services and programming at designated Town parks, trails, preserves, and facilities, attached to this resolution and incorporated by this reference as Exhibit A, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND PROGRAMMING BETWEEN THE TOWN OF MARANA AND PIMA COUNTY

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "First Amendment") is entered into by and between the TOWN OF MARANA ("Town"), an Arizona municipal corporation, and PIMA COUNTY ("County"), a body politic and corporate of the State of Arizona. The Town and County may be collectively referred to as Parties ("Parties") each of which may individually be referred to as Party ("Party") herein.

RECITALS

A. Effective March 1, 2019, the Parties entered into an Intergovernmental Agreement for educational services and programming (the "Agreement") to establish the rights and responsibilities of the Parties regarding the delivery of environmental education and interpretive programs by County at designated Town parks, trails, preserves, and facilities.

B. Paragraph 5.1 of the Agreement provides that environmental education classes and programming provided pursuant to this Agreement will be funded entirely through registration fees paid by program participants, as set forth in Article 5.

C. Paragraph 5.2 provides that the County will establish registration fees for the classes and programming, including, without limitation, discounted fees for Pima County Environmental Education annual pass holders.

D. Paragraph 5. 5 of the Agreement provides that the County will invoice Town in an amount equal to 75% of each paid participant's base registration fee, not including any non-resident fees collected by the Town.

E. Paragraph 6.1 of the Agreement provides that the Agreement shall expire on June 30, 2023, but that the term of the Agreement may be extended by written amendment signed by both Parties.

F. Paragraph 18.3 of the Agreement provides that the Agreement may not be changed or modified except by written agreement signed by all Parties

G. Town and County desire to amend the Agreement to change the financing and extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals the Parties agree as follows:

1. Financing. Article 5 "Financing" of the Agreement is amended as follows:

   a. Paragraph 5.1 is amended to state that environmental education classes and programming will be funded entirely by flat fees set by the County, rather than through registration fees.

   b. Paragraph 5.2 is amended to state only that County will establish registration fees for the classes and programing. There will no longer be discounted fees for Pima County Environmental Education annual pass holders.

   c. Paragraph 5. 5 is replaced in its entirety as follows:

   County will invoice Town $75.00 per class for Outdoor Classes with up to 20 people. County will invoice Town $200.00 per class for Workshops with up to 20 people. County must submit invoices within the fiscal year when services were rendered. If a service crosses over from one fiscal year to another, the invoice will be submitted in the new fiscal year.

2. Term. Section 6.1 is amended to reflect the Agreement is extend for an additional four years, from July 1, 2023 through June 30, 2027.

3. Effective Date. This First Amendment shall be effective July 1, 2023.

4. Other Terms and Provisions. All other terms and provisions of the Agreement not specifically changed by this First Amendment, shall remain in effect and be binding upon the Parties as provided for in the Agreement. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used in this First Amendment unless otherwise expressly stated.

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

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

7. Severability. If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.

8. Governing Law. This First Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

9. Interpretation. This First Amendment has been negotiated by Town and County, and neither Party shall be deemed to have drafted this First Amendment for purposes of construing any portion of this First Amendment for or against any Party.

10. Counterpart. This First Amendment may be executed in counterparts, each of which, when taken together, will constitute one complete contract.

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

[SIGNATURE PAGE TO FOLLOW]

"TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

"COUNTY":

PIMA COUNTY, a body politic and corporate of the State of Arizona

By: _____
Adelita S. Grijalva, Chair, Board of Supervisors

Date: _____

ATTEST:

_____
Melissa Manriquez, Clerk of the Board

ATTORNEY CERTIFICATION

Pursuant to A.R.S. § 11-952, the undersigned public agency attorneys have determined that the foregoing Intergovernmental Agreement between the Town of Marana and the Pima County is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party represented by the respective undersigned attorney.

for

Jane Fairall, Town Attorney
Town of Marana

05/25/2023

Rachelle Barr
Attorney for Pima County

Council-Regular Meeting **C9**

Meeting Date: 06/20/2023

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: June 20, 2023

Strategic Plan Focus Area:
Vibrant Community

Subject: Resolution No. 2023-063: Relating to the Police Department; approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resource officers in support of the District's School Safety Program (Libby Shelton)

Discussion:

Beginning in 2014, the Marana Unified School District (MUSD), with the support of the Town, has applied for and received funding from the Arizona Department of Education (ADE) to fund School Resource Officer (SRO) positions at Marana Middle School and Marana High School as part of its School Safety Program. This grant cycle, MUSD again applied for funding for two SRO positions at Marana Middle School and Marana High School. MUSD was awarded grant funding for both SRO positions for three years.

The grant provides for the salary and benefits of the SROs at Marana Middle School and Marana High School for the next three school calendar years. The officer will be on site at the school during the ten-month school year. During the summer months, the Town will pick up the expense of the officer and will assign the officer to perform normal patrol officer duties.

The intent of the School Safety Program is to place SROs on school grounds to contribute to safe school environments that are conducive to teaching and learning. The SROs will also be required to teach Law-Related Education to the students to promote a safe, orderly environment and good citizenship. Having officers in the

schools provides a sense of safety to the students and the staff where they can feel free from the threat of physical harm and verbal abuse. These officers give students an adult to go to with safety concerns all while providing students with a positive view of law enforcement.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	Y
Amount:	$222,136

Budget capacity was included in the FY2024 budget covering most of the salary costs and one additional position under an agreement sharing the salary costs. This agreement is reducing the costs to the Town as both positions are to be funded by grants which cover the majority of salary costs.

Staff Recommendation:

Staff recommends approval of the service agreement.

Suggested Motion:

I move adopt Resolution No. 2023-063, approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resource officers in support of the District's School Safety Program.

Attachments

Resolution No. 2023-063
Exhibit A to Resolution

MARANA RESOLUTION NO. 2023-063

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH THE MARANA UNIFIED SCHOOL DISTRICT TO PROVIDE TWO SCHOOL RESOURCE OFFICERS IN SUPPORT OF THE DISTRICT'S SCHOOL SAFETY PROGRAM

WHEREAS the Marana Unified School District ("District") and the Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952; and

WHEREAS the District and the Town desire to work in cooperation with one another to further the goals of the District's School Safety Program; and

WHEREAS in the 2023 grant cycle, the District applied for and received funding from the Arizona Department of Education (ADE) to fund two school resource officer (SRO) positions for three years; and

WHEREAS the District and the Town desire to enter into a new service agreement that incorporates the new terms of the grant; and

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of June, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

SERVICE AGREEMENT
by and between
MARANA UNIFIED SCHOOL DISTRICT NO. 6
and
THE TOWN OF MARANA

This Service Agreement ("Agreement") is entered into by and between Marana Unified School District No. 6 (hereinafter known as "District") and Town of Marana (hereinafter known as "Town");

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

WHEREAS, the District is the recipient of a three-year grant from the Arizona Department of Education to provide one School Resource Officer ("SRO") at Marana Middle School and one SRO at Marana High School; and

WHEREAS, the District and the Town desire to work in cooperation with one another to further the goals of the District's School Safety Program by providing SROs at Marana Middle School and Marana High School.

NOW THEREFORE, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Town will furnish administrative and other resources, and will provide one SRO at Marana Middle School and one SRO at Marana High School in support of the District's School Safety Program. In the provision of services under this Agreement, both parties agree to comply with the provisions described in the School Safety Program Guidance Manual updated July 31, 2017 ("Guidelines") prepared by the Arizona Department of Education to the maximum extent practicable or required. The objectives of this Agreement are to instill feelings of safety in students and staff in the school environment, to provide a specific adult to address individual student safety concerns, to engender a positive view of law enforcement personnel, and to provide students with Law-Related Education ("LRE").

2. Term

This Agreement shall commence and be effective on July 1, 2023, and shall terminate on June 30, 2026 (the "Term"), unless terminated by either party as provided for in this Agreement. Payment, performance and obligations for any fiscal period are subject to the availability and appropriation of monies.

3. Administrative and School Safety Services

A. Duties and Obligations of District

1. The District shall provide a teacher to be present in the classroom, at all times, while the SROs implement LRE classroom instruction. The teacher and the SROs shall co-present.

2. The District shall provide a School Administrator who must complete a SRO performance assessment twice a year. The assessment must be shared with the SROs' supervisors.

3. The School Administrators, not the SROs, are responsible for school discipline. The School Administrators shall not interfere with the duties of the SROs as sworn law enforcement officers.

4. The District shall facilitate collaboration between the SROs and other school personnel on school-wide safety strategies such as staff trainings, emergency response planning, needs assessment and prevention programming.

5. The District shall provide time at regular staff meetings and trainings for the SROs to deliver LRE instruction relevant to school-wide prevention and safety related updates.

6. The District shall promote the integration of LRE into the classrooms and direct staff development of teachers and SROs involved in the delivery of LRE.

7. The District shall participate in the selection process of the SROs.

8. The District shall provide office space that provides privacy for the SROs. The office shall include the equipment necessary for the SROs to effectively perform their duties; i.e., telephone, desk, chair, filing cabinet and up-to-date computer and printer.

B. Duties and Obligations of Town

1. The Town shall provide two SROs, who will be present and accessible on the school campus to which they are assigned. One SRO shall be assigned to Marana High School and one to Marana Middle School. Except as otherwise required by A.R.S. §23-1022 for Workers' Compensation purposes only (see Paragraph 17 below), the SROs shall at all times be employees of the Town and not the District.

2. The SROs shall be present for a ten-month, full-time position, at 40 hours per week. The ten-month period shall be defined as the District's school year for each of the school years occurring during the term of this Agreement. Absent an emergency, the SROs shall not be called away from their designated schools. If the SROs are called away for police business (not including mandatory training, meetings or crisis), the District shall

not be invoiced for that time. If the SROs are absent due to sick, vacation, personal or other leave, the District shall not be invoiced for that time.

3. The SROs must teach, have positive interactions with students, and serve as active members of the school community.

4. The SROs must provide 180 hours of LRE instruction per year. The LRE instruction requirement must include:

- At least 80 hours of LRE classroom instruction to ongoing cohort groups of students
    i. Three to five classrooms, six sessions per classroom, within one quarter to the same group of students
- At least 100 hours of universal LRE instruction
    i. 60 hours or more of universal LRE classroom instruction
    ii. Up to 20 hours for LRE planning and preparation
    iii. Up to 20 hours for LRE instruction to school staff and school community

5. The SROs shall keep a weekly activity log that tracks LRE instruction hours, teacher and subject or staff/community group, the topic of each LRE lesson, and the time the officer is off campus during duty hours, regardless of the reason.

6. The Town shall use its best efforts to maintain the same SROs at each site during the Term of this Agreement. Under no circumstances can either site have more than three different SROs during the Term.

7. It may be necessary to request the assistance of an SRO to respond to a community situation/problem or traffic accident. When the SRO is off campus on business that does not pertain to the school, those hours should be prorated and not paid for by the District. The invoice from the Town should reflect only hours the SRO actually was involved in school business.

8. The SROs shall serve as members of the School Safety Assessment and Prevention Team.

9. The SROs shall utilize expertise and agency resources for intervention and prevention of potential crime.

10. The SROs shall collaborate with school personnel on school-wide safety strategies (e.g., staff trainings, emergency response planning, needs assessment and prevention programming).

11. The SROs shall build relationships with students, parents and staff that promote a positive image of law enforcement.

12. The SROs shall fulfill their duties as sworn law enforcement officers of the State of Arizona.

13. If required, the SROs and their supervisors shall attend annual training provided by the Arizona Department of Education at the beginning of each school year.

C. Joint Duties and Obligations

1. The SROs' supervisors and School Administrator shall support, oversee and review the SROs' activity logs to ensure fulfillment of this Agreement.

2. The SROs' supervisors and School Administrator shall meet formally at least once per semester.

3. The School Administrator shall take the lead on school policy violations and will determine when to involve the SROs when a student's conduct violates a law.

4. As partners in school safety, the SROs and administrators shall work together to develop procedures for ongoing communication to ensure timely, uniform and appropriate reporting of criminal activities. The parties shall develop and maintain a written document describing the general chain of command and channels of communication

5. The parties shall follow the following guidelines as set forth in the School Safety Program Guidelines to the maximum extent practicable:

a. SRO Recommended Qualifications and Recommended Job Description
b. The Hiring Process
c. Officer Training
d. The Appeal Procedure
e. Performance Evaluation

D. Compensation. In exchange for the Town's provision of the SROs and related services, District will pay to the Town during each ten-month school year during the Term of this Agreement the following amounts:

1. The full cost of the SRO's monthly compensation for the SRO assigned to Marana Middle School.

2. The full cost of the SRO's monthly compensation for the SRO assigned to Marana High School.

The SROs' compensation shall be established by the Town. The Town shall submit invoices to District on a monthly basis and the invoices shall be payable within 30 days after receipt of the

Town's invoice. Amounts outstanding after 30 days following invoice dates will be subject to a 10% late fee.

E. Student Information. The confidentiality of personally identifiable education records of District students is protected and regulated by a federal law known as the Family Educational Rights and Privacy Act of 1974 ("FERPA"). The District, SROs and Town agree that any disclosure and/or re-disclosure of student educational records shall occur in compliance with FERPA.

F. Confidential Information. If as a result of this Agreement the Town's administrative staff and/or the SROs are provided access to confidential information pertaining to District employees, Town administrative staff and SROs agree that they will not disclose such confidential information to any person not preauthorized by District. For purposes of this section, confidential information does not include (a) information that is known to Town on the date of this agreement, (b) information that is in or enters the public domain through no fault of Town or its representatives or agents, or (c) information that is made known to Town on a non-confidential basis from an unsolicited source (other than the District) provided Town has no reason to know or believe that such source obtained the information improperly or is bound by an agreement not to disclose the information.

G. Ownership of Equipment. Any equipment provided by Town shall remain the property of Town and any equipment provided by District shall remain the property of District.

4. **Reporting and Records**

All books, accounts, reports, files and other records relating to this Agreement shall be kept for five years after termination of this Agreement.

5. **Termination, Extension and Modification**

A. Termination. This Agreement may be terminated by either party if in its judgment such action is necessary due to:

i. funding unavailability
ii. either party's non-compliance with the Agreement

Any termination must be in writing, stating the reason therefore, be sent certified mail and upon 30 days' notice to the other party.

6. **Cancellation for Conflict of Interest**

The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are incorporated herein and made a part hereof.

7. **Non-Discrimination**

The parties shall comply with Executive Order 99-4 and all other applicable State and Federal Employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

8. **Insurance**

Town and District each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other party as an additional insured.

9. **Employees**

Except as otherwise provided by law, in the performance of this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers or associates of each other. The employees, agents or subcontractors of one party shall not be deemed or construed to be employees or agents of the other party.

10. **Mutual Indemnification**

To the fullest extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.

11. **Applicable Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and in the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control. Any reference to a particular statute in this agreement shall also refer to that statute as amended in the future.

12. **Dispute Resolution**

Neither party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a party for representation by an attorney at the mediations, if such representation is desired. If the dispute is not resolved by mediation or negotiation, a claim may be brought by either party in Arizona Superior Court, Pima County.

13. **Notice**

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid to:

MARANA UNIFIED SCHOOL DISTRICT NO. 6
Attn: Superintendent
11279 W. Grier Road
Marana AZ 85653

TOWN OF MARANA
Attn: Town Manager
11555 W. Civic Center Drive
Marana AZ 85653

14. **Counterparts**

This Service Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

15. **E-Verify, Records and Audits**

To the extent applicable under A.R.S. §41-4401, the parties warrant their compliance with all federal and immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A party'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 the Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspection and waiving their respective rights to keep such papers and records confidential.

16. **Amendments**

To the extent permitted by law, the Parties may amend this Agreement in writing signed by both Parties.

17. **Workers' Compensation**

For purposes of Workers' Compensation, an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another party pursuant to this specific Agreement, is deemed to be an employee of both parties as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E).

[Signature page follows]

IN WITNESS HEREOF, the parties sign this Agreement:

Dated this ____ day of _____, 2023, upon resolution of the Marana Unified School District No. 6 Governing Board approving this Agreement and authorizing its Superintendent to sign below:

MARANA UNIFIED SCHOOL DISTRICT NO. 6

By: _____
Superintendent

Attorney approval:

This Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Marana Unified School District.

By: _____
Legal Counsel for the
Marana Unified School District

Dated this _____ day of _____, 2023, upon resolution of the Town Council of the Town of Marana approving this Agreement and authorizing its Mayor to sign below:

TOWN OF MARANA

By: _____
Mayor

Attorney approval:

This Agreement has been reviewed by the undersigned attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Marana.

By: _____
Legal Counsel for the
Town of Marana

Council-Regular Meeting **C10**

Meeting Date: 06/20/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 20, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-064: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2023 through June 30, 2024 (Jane Fairall)

Discussion:

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

The proposed IGA is for the time period of July 1, 2023 through June 30, 2024. Under the IGA, the Town's costs for the first day of prisoner incarceration will decrease from $401.17 to $396.30, and the rate for each additional day thereafter will slightly increase from $107.43 per day to $107.81 per day.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	Y
Amount:	$261,500

Funds are budgeted in the General Fund Police Department budget.The financial impact of this increase will depend on the number of people booked during the fiscal year. Based upon trend, staff reasonably expects for there to be adequate budget capacity for this IGA.

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2023-064, approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2023 through June 30, 2024.

Attachments

Resolution No. 2023-064

Exhibit A to Resolution

MARANA RESOLUTION NO. 2022-064

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the intergovernmental agreement for the incarceration of municipal prisoners for the period of July 1, 2023 through June 30, 2024, attached to this resolution as Exhibit A, and authorizing the Mayor to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND TOWN OF MARANA FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS CTN-SD-23*190

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

Recitals

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

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

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

Agreement

I. Purpose

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

II. Scope

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

"Town municipal prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Court, or as a result of an agreement between the Town and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Marana Town Court and for whom the Town has the legal

obligation to provide or pay for prisoner housing. A prisoner arrested by Town of Marana Police Department solely on another governmental entity's warrant is not a Town prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Town arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. Town agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the Town. Within the initial ninety (90) minutes, County contracted medical providers shall make a determination as to the prisoner's medical condition. Town agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, Town shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, Town shall not be charged twice for the first day billing rate of $396.30. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking.

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

III. Financing

Town shall pay a first day billing rate of $396.30 to cover booking and intake expenditures. For each billable day following the first day, Town shall pay $107.81 per day. The two rates are applicable to the period July 1, 2023 through June 30, 2024. The billing day as defined herein applies to each Town prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

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

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

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

B. Criteria for Assessment of Billing:

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

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

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

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

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

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If Town notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Town may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted

if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. Town agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of a previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

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

IV. Term

This IGA is for the period July 1, 2023 through June 30, 2024 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

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

VI. Jurisdiction

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

VII. Indemnification

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

VIII. Insurance

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

a) Commercial General Liability in the amount of $2,000,000.00 combined single limit Bodily Injury and Property Damage.

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

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

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

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

IX. Compliance With Laws

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

X. Arbitration

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

XI. Non-Discrimination

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

XII. ADA

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

XIII. Severability

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

XIV. Conflict of Interest

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

XV. Non-Appropriation

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

XVI. Legal Authority

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

XVII. Worker's Compensation

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

XVIII. No Joint Venture

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

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

XIX. No Third Party Beneficiaries

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

XX. Notices

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

County:

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

With copies to:

County Administrator
115 North Church Avenue
2nd Floor, Suite 231
Tucson, Arizona 85701

Clerk of the Board
33 North Stone Avenue, Suite 100
Tucson, Arizona 85701

Town:

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

XXI. Entire Agreement

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

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

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

PIMA COUNTY:

_____
Chair, Board of Supervisors

_____
Date

_____
Clerk, Board of Supervisors

_____
Date

TOWN OF MARANA

_____
Mayor

_____
Date

_____
Town of Marana Clerk

_____
Date

Intergovernmental Agreement Determination

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

PIMA COUNTY:

Deputy County Attorney

TOWN OF MARANA

Town of Marana Attorney

Council-Regular Meeting **C11**

Meeting Date: 06/20/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 20, 2023

Strategic Plan Focus Area:
Thriving Commerce, Proactive Public Services

Subject: Resolution No. 2023-065: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with Jihong Kai, LLC for the construction of Driveway improvements as part of the Tangerine Road widening project Phase 2A (Jane Fairall)

Discussion:

Jihong Kai, LLC ("Kai") owns approximately 130 acres of land located on the south side of Tangerine Road, approximately one-third of a mile east of the Interstate 10 and Tangerine Road traffic interchange bearing Pima County Assessor's Parcel number 216-12-0190 (the "Subject Property"). Kai intends to develop the Subject Property in the future, for which Kai needs a driveway (the "Driveway Improvements"). The Town of Marana has entered into a design contract with Psomas, Inc. ("Psomas") for the design of the Tangerine Road widening project Phase 2A, Town of Marana Project No. ST098 (the "Road Project"). Additionally, Marana has selected Borderland Construction Company, Inc. ("Borderland") as the Construction Manager at Risk ("CMAR") for the Road Project.

Kai has requested that the Town build the Driveway Improvements as a part of its Road Project, with Kai being responsible for all design and construction costs. The proposed public improvement participation agreement ("PIPA") provides that Kai shall deposit with the Town the full anticipated costs of design and construction of the Driveway Improvements ($15,997.55) in order for the Town to complete the Driveway Improvements for Kai. No later than 30 days after substantial completion of the Driveway Improvements, the Town will provide to Kai an itemized statement of the Town's construction and design costs for the Driveway Improvements and a check or

invoice representing the difference between Marana's costs and Kai's cash deposit. If Kai's cash deposit was insufficient to cover Kai's obligations under this Agreement, Kai will pay Marana the balance of the construction and design costs for the Driveway Improvements as set forth in the invoice within 30 days after the itemized statement and invoice are provided to Kai. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full.

It is anticipated that the Driveway Improvements for and on the Subject Property will be completed by August 2024.

Financial Impact:

No financial impact to the Town is anticipated due to this agreement, as Jihong Kai, LLC will pay for all costs associated with the Driveway Improvements.

Staff Recommendation:

Staff recommends approval of the PIPA.

Suggested Motion:

I move to adopt Resolution No. 2023-065, approving and authorizing the Mayor to sign a public improvement participation agreement with Jihong Kai, LLC for the construction of Driveway improvements as part of the Tangerine Road widening project Phase 2A.

Attachments

Resolution No. 2023-065

Kai Tangerine PIPA

MARANA RESOLUTION NO. 2023-065

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT WITH JIHONG KAI, LLC FOR THE CONSTRUCTION OF DRIVEWAY IMPROVEMENTS AS PART OF THE TANGERINE ROAD WIDENING PROJECT PHASE 2A

WHEREAS the Town has entered into a design contract with Psomas, Inc. ("Psomas") for the design of the Tangerine Road widening project Phase 2A, Town of Marana Project No. ST098 (the "Road Project"), and has selected Borderland Construction Company, Inc. ("Borderland") as the Construction Manager at Risk ("CMAR") for the Road Project; and

WHEREAS Jihong Kai, LLC ("Kai") owns approximately 130 acres of land located on the south side of Tangerine Road, approximately one-third of a mile east of the Interstate 10 and Tangerine Road traffic interchange bearing Pima County Assessor's Parcel number 216-12-0190 (the "Subject Property"); and

WHEREAS Kai intends to develop the Subject Property in the future, for which Kai needs a driveway (the "Driveway Improvements"); and

WHEREAS Town staff has negotiated an agreement with Kai to assure payment of all costs associated with the construction of the Driveway Improvements as part of the Road Project; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the public improvement participation agreement for the construction of the Driveway Improvements as part of the Road Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the public improvement participation agreement with Jihong Kai, LLC for the construction of the Driveway Improvements as part of the Road Project, in the form provided in the agenda materials associated with this Council agenda item, is hereby approved, and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT
TOWN OF MARANA, ARIZONA

This Public Improvement Participation Agreement (this "Agreement") is made and entered into by and between JIHONG KAI, LLC, an Arizona limited liability company ("Kai"), and the TOWN OF MARANA, an Arizona municipal corporation ("Marana"). Kai and Marana are sometimes collectively referred to in this Agreement as the "Parties," either of which is sometimes referred to as a "Party."

RECITALS

A. Marana has entered into a design contract with PSOMAS, INC. ("Psomas") for the design of the Tangerine Road widening project Phase 2A, Town of Marana Project No. ST098 (the "Road Project"). Additionally, Marana has selected BORDERLAND CONSTRUCTION COMPANY, INC. ("Borderland") as the Construction Manager at Risk ("CMAR") for the Road Project.

B. Kai owns approximately 130 acres of land located on the south side of Tangerine Road, approximately one-third of a mile east of the Interstate 10 and Tangerine Road traffic interchange bearing Pima County Assessor's Parcel number 216-12-0190 and referred to in this Agreement as the "Subject Property."

C. Kai intends to develop the Subject Property in the future, for which Kai needs a driveway (the "Driveway Improvements").

D. Construction of the Road Project is expected to be underway by June 2023.

E. The Parties believe that the most economical and least disruptive way to accomplish the prompt Driveway Improvements for and on the Subject Property is for the Parties to arrange to have the work completed by Borderland, with design by Psomas, in connection with the construction of the Road Project.

F. Borderland has provided the Parties with a proposed price of $14,045.55 for the Driveway Improvements. Psomas has provided the Parties with a proposed price of $1,952.00 for additional design work needed for the Driveway Improvements. True and correct copies of Borderland's and Psomas's proposals are attached to and incorporated in this Agreement as Exhibit A collectively.

G. The purpose of this Agreement is to facilitate Marana's completion of the Driveway Improvements for and on the Subject Property as part of the Road Project with design and construction funding provided by Kai.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intention of the Parties in entering into this Agreement, the Parties agree as follows:

1. **Depiction of the Driveway Improvements for and on the Subject Property.** The Driveway Improvements depiction attached as Exhibit B show the nature and extent of the work

to be completed by Borderland pursuant to this Agreement, which Marana and Borderland shall incorporate into the Road Project design.

2. **Grant of right of entry and temporary construction easement.** Kai hereby grants Marana and Borderland a right of entry and temporary construction easement over the Subject Property, to accommodate completion of the Driveway Improvements located on the Subject Property.

3. **Kai's obligation to pay costs for the Driveway Improvements as described in Exhibit A.** Kai shall pay all costs associated with the completion of the Driveway Improvements for and on the Subject Property. Marana and Kai agree that the construction costs for the Driveway Improvements are anticipated to be $14,045.55, and that the additional design costs for the Driveway Improvements are anticipated to be $1,952.00, as itemized and attached to this Agreement as Exhibit A. Marana and Kai anticipate that the Driveway Improvements for and on the Subject Property will be completed by August 2024.

4. **Cash deposit to secure Kai's obligations under this Agreement.** Kai's obligations under this Agreement, including without limitation Kai's obligations under paragraph 3 above, shall be secured by a cash deposit to Marana in the amount of $15,997.55, referred to in this Agreement as "Kai's Cash Deposit." Kai shall provide Kai's Cash Deposit to the Town within 15 business days after the Effective Date of this Agreement.

5. **Reconciliation and final payment.** No later than 30 days after substantial completion of the Driveway Improvements for and on the Subject Property, Marana shall provide to Kai an itemized statement of Marana's construction and design costs for the Driveway Improvements for and on the Subject Property and a check or invoice representing the difference between Marana's costs and Kai's Cash Deposit. If Kai's Cash Deposit was insufficient to cover Kai's obligations under this Agreement, Kai shall pay Marana the balance of the construction and design costs for the Driveway Improvements for and on the Subject Property as set forth in the invoice within 30 days after the itemized statement and invoice are provided to Kai. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full.

6. **Recording.** This Agreement shall not be recorded.

7. **Notices.** All notices shall be in writing and shall be sufficiently given and served upon the other Party by electronic mail, receipt of which has been acknowledged by the other Party, or by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

Kai: JIHONG KAI, LLC
c/o Jihong Kai, Manager
8217 N. Fairway View Drive
Tucson, AZ 85742

Marana: TOWN OF MARANA
c/o Marana Legal Department
11555 West Civic Center Drive
Marana, AZ 85653

8. **Governing law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to

obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

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

10. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

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

12. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original, but all counterparts shall constitute but one agreement.

13. **Effective Date of Agreement.** The date of this Agreement (the "Effective Date") shall for all purposes be the date of the Mayor's signature on this Agreement.

[SIGNATURE PAGE FOLLOWS]

Kai:

JIHONG KAI, LLC, an Arizona limited liability company

By: _____
Jihong Kai, Manager

Date: _____

Marana:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Jihong Kai, Manager of JIHONG KAI, LLC, an Arizona limited liability company, on behalf of the LLC.

(Seal)

_____
Notary Public

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

PIPA - COST SUMMARY

Town of Marana
Marana Project Number: ST098

TANGERINE RD PHASE 2A
(KAI DRIVEWAY SOUTH OF TRICO - REIMBURSEMENT ITEMS ONLY)
Updated: April 18, 2023

CONSTRUCTION	AMOUNT
CONSTRUCTION COSTS:	
I. Cost of Construction	$ 10,734.62
II. CMAR Contingency	$ 536.73
SUBTOTAL *(Direct Construction Cost)*	***$ 11,271.35***
INDIRECT CONSTRUCTION COSTS:	
III. General Conditions	$ -
IV. Overhead	$ 906.22
V. General Liability Insurance	$ 37.44
VI. Payment and Performance Bonds	$ 125.01
SUBTOTAL *(Indirect Construction Cost)*	***$ 1,068.67***
SUBTOTAL *(Direct Construction Cost + Indirect Construction Cost)*	***$ 12,340.02***
VII. Construction Fee	$ 840.25
SUBTOTAL *(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds + Fee)*	***$ 13,180.27***
VIII. Arizona Gross Receipts Tax	$ 865.28
ESTIMATED TOTAL CMAR COST *(Future Anticipated GMP Amount)*	**$ 14,045.55**
OTHER PROJECT COSTS:	
IX. Owner's Contingency	$ -
ESTIMATED TOTAL CONTRACT COST (if constructed simultaneously with Tangerine Rd Phase 2A project)	**$ 14,045.55**

For supporting documentation - see also:
Attachment #1 - Schedule of Values
Attachment #2 - Concept Driveway Configuration Exhibit

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

TANGERINE RD PHASE 2A

(KAI DRIVEWAY SOUTH OF TRICO - REIMBURSEMENT ITEMS ONLY)

Updated: April 18, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1	-	**I. COST OF CONSTRUCTION - LINE ITEMS**				
2	-	**KAI DRIVEWAY (SOUTH OF TRICO)** (to be constructed simultaneously with Tangerine Rd Phase 2A project)				$ -
3	2010011	Clearing and Grubbing	LS	1.00	$ 77.57	$ 77.57
4	2030300	Roadway Excavation (190 SY)	LS	1.00	$ 1,858.47	$ 1,858.47
5	3030003	Aggregate Base	CY	22.00	$ 92.19	$ 2,028.18
6	4060001	Asphaltic Concrete (No. 1)	TON	32.00	$ 117.75	$ 3,768.00
7	9080402	Concrete Header	LF	80.00	$ 32.53	$ 2,602.40
8	9250001	Construction Survey and Layout	LS	1.00	$ 400.00	$ 400.00
9						$ -
10	-	***COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL***				**$ 10,734.62**
11	-	**II. CMAR CONTINGENCY**				
12	299.004	UNFORESEEN CONDITIONS/MATERIAL OR FUEL INCREASES (5% OF COST OF CONS.)	LS	1.00	$ 536.73	$ 536.73
13	**299.100**	***CMAR CONTINGENCY - LINE ITEMS SUBTOTAL***				**$ 536.73**
14	-	***SUBTOTAL A.*** *(DIRECT CONSTRUCTION COSTS)*				**$ 11,271.35**
15	-	**INDIRECT CONSTRUCTION COSTS**				
16	-	**III. GENERAL CONDITIONS**				
17	-	**KAI DRIVEWAY (SOUTH OF TRICO)**				
18	300.001	*N/A - to occur simultaneously with Tangerine Rd Phase 2A Construction*	-	-	$ -	$ -
19	**300.100**	***SUBTOTAL B.*** *(III. GENERAL CONDITIONS)*				**$ -**
20	-	***SUBTOTAL C.*** *(DIRECT COSTS + GENERAL CONDITIONS)*				**$ 11,271.35**
21	**400.100**	**IV. CMAR OVERHEAD** (8.04% of Subtotal C)	LS	1.00	$ 906.22	$ 906.22
22	-	***SUBTOTAL D.*** *(DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)*				**$ 12,177.57**

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

TANGERINE RD PHASE 2A

(KAI DRIVEWAY SOUTH OF TRICO - REIMBURSEMENT ITEMS ONLY)

Updated: April 18, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
23	**700.100**	**VII. CONSTRUCTION FEE** (6.90% of Subtotal D)	LS	1.00	$ 840.25	$ 840.25
24	**500.100**	**V.a. GENERAL LIABILITY INSURANCE** (0.2876% of Subtotal D + VIII + V)	LS	1.00	$ 37.44	$ 37.44
25	**600.100**	**VI. PAYMENT & PERFORMANCE BONDS**	LS	1.00	$ 125.01	$ 125.01
26	-	***SUBTOTAL E.*** *(SUBTOTAL D + VIII + V + VI + VII)*				**$ 13,180.27**
27	**800.100**	**VIII. TOWN OF MARANA SALES TAX** (10.1% at 65% of Subtotal E)				$ 865.28
28	-	***ESTIMATED TOTAL CMAR COST*** *(Future Anticipated GMP Amount)*				**$ 14,045.55**
29	-	**IX. OWNER'S CONTINGENCY**				
30	900.001	*N/A - Excluded*	-	0.00	$ -	$ -
31	**900.100**	***SUBTOTAL F.*** *(OWNER'S CONTINGENCY)*				**$ -**
32		***ESTIMATED TOTAL CONTRACT COST***				**$ 14,045.55**

Exhibit A to Kai/Marana Tangerine Road PIPA

ST098
Tangerine Rd
Kai Driveway PIPA
PSOMAS

ESTIMATED DIRECT LABOR (Psomas)

Classification	Estimated Man-hours	Burdened Labor Rate	Burdened Labor Costs
Project Principal	0	$251.00	$ -
Sr. Project Manager	2	$202.00	$ 404.00
Sr. Engineer	4	$167.00	$ 668.00
Project Engineer	0	$137.00	$ -
Designer	8	$110.00	$ 880.00
GIS Sr. Consultant	0	$260.00	$ -
Survey Manager	0	$151.00	$ -
Project Surveyor	0	$141.00	$ -
2-Man Survey Crew	0	$160.00	$ -
Administration	0	$92.00	$ -
Party Chief	0	$90.00	$ -
Survey Tech	0	$90.00	$ -
Total	14		

Total Estimated Labor (Psomas)	$ 1,952.00

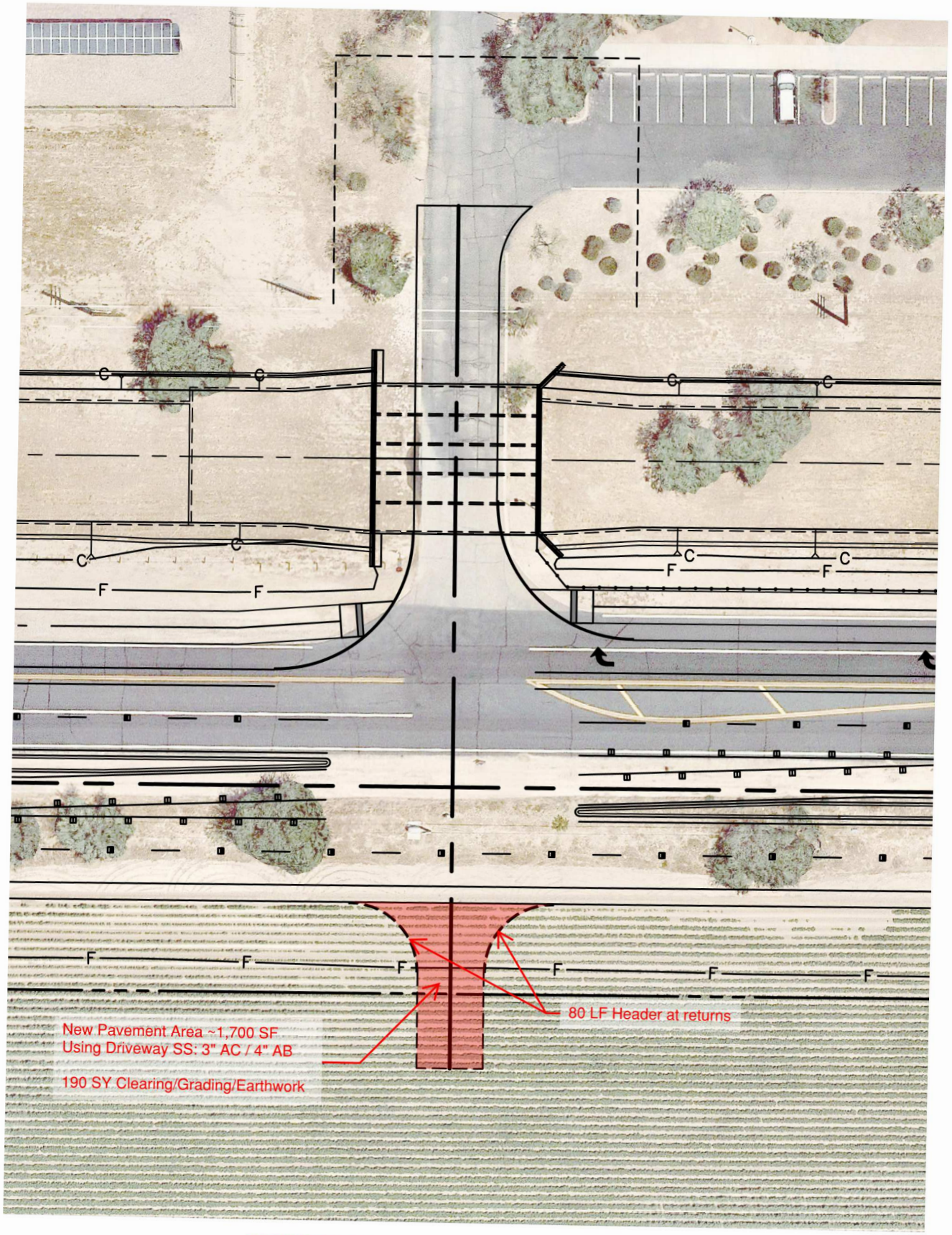
ESTIMATED DIRECT EXPENSES (Psomas and Subs: Listed by Item at Estimated Actual Cost)

Item	Quantity	Amount	Total
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Direct Expenses TOTAL			$ -

Subconsultant	Total
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Sub-Consultant TOTAL	$ -

TOTAL ESTIMATED LABOR (Psomas)	$ 1,952.00
TOTAL ESTIMATED DIRECT COSTS (Psomas)	$ -
TOTAL ESTIMATED OUTSIDE SERVICES (not to exceed)	$ -
SUBTOTAL	$ 1,952.00
TOTAL ESTIMATED COST	**$ 1,952.00**
ADDITIONAL SERVICES (To be authorized by Town on an as-needed basis)	$ -
CONTRACT TOTAL	**$ 1,952.00**

Rev 4/13/23



CONCEPT DRIVEWAY CONFIGURATION
USED FOR PIPA SUMMARY - KAI DRIVEWAY SOUTH OF TRICO
(April 18, 2023)

*** Assumed to be constructed simultaneously, and in coordination with, Tangerine Road Phase 2A***

Council-Regular Meeting **C12**

Meeting Date: 06/20/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 20, 2023

Strategic Plan Focus Area:
Thriving Commerce, Proactive Public Services

Subject: Resolution No. 2023-066: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with Trico Electric Cooperative, Inc for the construction of water improvements as part of the Tangerine Road water main project (Jane Fairall)

Discussion:

Trico Electric Cooperative ("Trico") owns approximately 35 acres of land located on the north side of Tangerine Road, approximately one-half mile east of the Interstate 10 and Tangerine Road traffic interchange (the "Subject Property"). Trico operates its headquarters on the Subject Property, for which Trico needs certain water improvements (the "Water Improvements"). The Town of Marana has entered into a design contract with Psomas, Inc. ("Psomas") for the design of the Tangerine Road widening project Phase 2A, Town of Marana Project No. ST098 (the "Road Project"). Additionally, Marana has selected Borderland Construction Company, Inc. ("Borderland") as the Construction Manager at Risk ("CMAR") for the Road Project. As a part of the Road Project, Marana will also construct a water main, Town of Marana Project No. WT053 (the "Water Main Project"). Psomas and Borderland are the design professional and CMAR, respectively, for the Water Main Project as well.

Trico has requested that the Town build the Water Improvements as a part of its Water Main Project, with Trico being responsible for all design and construction costs. The proposed public improvement participation agreement ("PIPA") provides that Trico shall deposit with the Town the full anticipated costs of design and construction of the Water Improvements ($297,967.27) in order for the Town to complete the Water Improvements for Trico. No later than 30 days after substantial completion of the

Water Improvements, the Town will provide to Trico an itemized statement of the Town's construction and design costs for the Water Improvements and a check or invoice representing the difference between Marana's costs and Trico's cash deposit. If Trico's cash deposit was insufficient to cover Trico's obligations under this Agreement, Trico will pay Marana the balance of the construction and design costs for the Water Improvements as set forth in the invoice within 30 days after the itemized statement and invoice are provided to Trico. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full. Construction of the Water Main Project is currently underway.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2023-066, approving and authorizing the Mayor to sign a public improvement participation agreement with Trico Electric Cooperative, Inc for the construction of water improvements as part of the Tangerine Road water main project.

Attachments

Resolution No. 2023-066

Trico Tangerine Road PIPA

MARANA RESOLUTION NO. 2023-066

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT WITH TRICO ELECTRIC COOPERATIVE, INC. FOR THE CONSTRUCTION OF WATER IMPROVEMENTS AS PART OF THE TANGERINE ROAD WATER MAIN PROJECT

WHEREAS the Town has entered into a design contract with Psomas, Inc. ("Psomas") for the design of the Tangerine Road widening project Phase 2A, Town of Marana Project No. ST098 (the "Road Project"), and has selected Borderland Construction Company, Inc. ("Borderland") as the Construction Manager at Risk ("CMAR") for the Road Project; and

WHEREAS as a part of the Road Project, the Town will also construct a water main, Town of Marana Project No. WT053 (the "Water Main Project") and Psomas and Borderland are the design professional and CMAR, respectively, for the Water Main Project as well; and

WHEREAS Trico Electric Cooperative, Inc. ("Trico") owns approximately 35 acres of land located on the north side of Tangerine Road, approximately one-half mile east of the Interstate 10 and Tangerine Road traffic interchange, bearing Pima County Assessor's Parcel number 218-49-011A (the "Subject Property"); and

WHEREAS Trico operates its headquarters on the Subject Property, for which Trico needs certain water improvements (the "Water Improvements"); and

WHEREAS Town staff has negotiated an agreement with Trico to assure payment of all costs associated with the construction of the Water Improvements as part of the Water Main Project; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the public improvement participation agreement for the construction of the Water Improvements as part of the Water Main Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the public improvement participation agreement with Trico Electric Cooperative, Inc. for the construction of the Water Improvements as part of the Water Main Project, in the form provided in the agenda materials associated with this

Council agenda item, is hereby approved, and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT
TOWN OF MARANA, ARIZONA

This Public Improvement Participation Agreement (this "Agreement") is made and entered into by and between TRICO ELECTRIC COOPERATIVE, INC., an Arizona non-profit corporation ("Trico"), and the TOWN OF MARANA, an Arizona municipal corporation ("Marana"). Trico and Marana are sometimes collectively referred to in this Agreement as the "Parties," either of which is sometimes referred to as a "Party."

RECITALS

A. Marana has entered into a design contract with PSOMAS, INC. ("Psomas") for the design of the Tangerine Road widening project Phase 2A, Town of Marana Project No. ST098 (the "Road Project"). Additionally, Marana has selected BORDERLAND CONSTRUCTION COMPANY, INC. ("Borderland") as the Construction Manager at Risk ("CMAR") for the Road Project.

B. As a part of the Road Project, Marana will also construct a water main, Town of Marana Project No. WT053 (the "Water Main Project"). Psomas and Borderland are the design professional and CMAR, respectively, for the Water Main Project as well.

C. Trico owns approximately 35 acres of land located on the north side of Tangerine Road, approximately one-half mile east of the Interstate 10 and Tangerine Road traffic interchange bearing Pima County Assessor's Parcel number 218-49-011A and referred to in this Agreement as the "Subject Property."

D. Trico operates its headquarters on the Subject Property, for which Trico needs certain water improvements (the "Water Improvements").

E. Construction of the Water Main Project is currently underway.

F. The Parties believe that the most economical and least disruptive way to accomplish the prompt Water Improvements for and on the Subject Property is for the Parties to arrange to have the work completed by Borderland, with design by Psomas, in connection with the construction of the Water Main Project.

G. Borderland has provided the Parties with a proposed price of $296,467.27 for the Water Improvements. Psomas has provided the Parties with a proposed price of $1,500.00 for additional design work needed for the Water Improvements. True and correct copies of Borderland's and Psomas's proposals are attached to and incorporated in this Agreement as Exhibit A collectively.

H. The purpose of this Agreement is to facilitate Marana's completion of the Water Improvements for and on the Subject Property as part of the Water Main Project with design and construction funding provided by Trico.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intention of the Parties in entering into this Agreement, the Parties agree as follows:

1. **Depiction of the Water Improvements for and on the Subject Property.** The Water Improvements depiction attached as Exhibit B show the nature and extent of the work to be completed by Borderland pursuant to this Agreement, which Marana and Borderland shall incorporate into the Water Main Project design.

2. **Grant of right of entry and temporary construction easement.** Trico hereby grants Marana and Borderland a right of entry and temporary construction easement over the Subject Property, to accommodate completion of the Water Improvements located on the Subject Property.

3. **Trico's obligation to pay costs for the Water Improvements as described in Exhibit A.** Trico shall pay all costs associated with the completion of the Water Improvements for and on the Subject Property. Marana and Trico agree that the construction costs for the Water Improvements are anticipated to be $296,467.27, and that the additional design costs for the Water Improvements are anticipated to be $1,500.00, as itemized and attached to this Agreement as Exhibit A. Marana and Trico anticipate that the Water Improvements for and on the Subject Property will be completed by September 2023.

4. **Cash deposit to secure Trico's obligations under this Agreement.** Trico's obligations under this Agreement, including without limitation Trico's obligations under paragraph 3 above, shall be secured by a cash deposit to Marana in the amount of $297,967.27, referred to in this Agreement as "Trico's Cash Deposit." Trico shall provide Trico's Cash Deposit to the Town within 15 business days after the Effective Date of this Agreement.

5. **Reconciliation and final payment.** During design and construction, Marana will provide Trico with timely (within 3 days of receipt by Marana) written notice of any change orders, updated cost estimates, updated project schedules, or other documentation of changes in cost or schedule. No later than 30 days after substantial completion of the Water Improvements for and on the Subject Property, Marana shall provide to Trico an itemized statement of Marana's construction and design costs for the Water Improvements for and on the Subject Property (along with such reasonable documentation of such costs as may be requested by Trico) and a check or invoice representing the difference between Marana's costs and Trico's Cash Deposit. If Trico's Cash Deposit was insufficient to cover Trico's obligations under this Agreement, Trico shall pay Marana the balance of the construction and design costs for the Water Improvements for and on the Subject Property as set forth in the invoice within 30 days after the itemized statement and invoice are provided to Trico. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full. All invoices, documentation, and updates to Trico shall be sent to Charlie Gourdin (cgourdin@trico.coop) and Eric Hawkins (ehawkins@trico.coop).

6. **Recording.** This Agreement shall not be recorded.

7. **Notices.** All notices shall be in writing and shall be sufficiently given and served upon the other Party by electronic mail, receipt of which has been acknowledged by the other Party, or by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

Trico: TRICO ELECTRIC COOPERATIVE,, INC.
c/o Eric Hawkins, COO and General Counsel
P.O. Box 930
Marana, AZ 85653
Copy to: legal@trico.coop

Marana: TOWN OF MARANA
c/o Marana Legal Department
11555 West Civic Center Drive
Marana, AZ 85653

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

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

10. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

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

12. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original, but all counterparts shall constitute but one agreement.

13. **Effective Date of Agreement.** The date of this Agreement (the "Effective Date") shall for all purposes be the date of the Mayor's signature on this Agreement.

[SIGNATURE PAGE FOLLOWS]

Trico:

TRICO ELECTRIC COOPERATIVE, INC., an Arizona non-profit corporation

By: _____
Eric Hawkins, COO and General Counsel

Date: _____

Marana:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Eric Hawkins, COO and General Counsel of TRICO ELECTRIC COOPERATIVE, INC., an Arizona non-profit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

PIPA - COST SUMMARY

Town of Marana
Water & Water Reclamation
Marana Project Number: WT053

TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN

(PHASE 2 - TRICO REIMBURSEMENT ITEMS ONLY)

Updated: February 16, 2023

CONSTRUCTION	AMOUNT	
CONSTRUCTION COSTS:		
I. Cost of Construction	$	215,615.36
II. CMAR Contingency	$	6,468.46
SUBTOTAL *(Direct Construction Cost)*	***$***	***222,083.82***
INDIRECT CONSTRUCTION COSTS:		
III. General Conditions	$	11,594.22
IV. Overhead	$	18,787.71
V. General Liability Insurance	$	776.19
VI. Payment and Performance Bonds	$	2,086.19
SUBTOTAL *(Indirect Construction Cost)*	***$***	***33,244.31***
SUBTOTAL *(Direct Construction Cost + Indirect Construction Cost)*	***$***	***255,328.13***
VII. Construction Fee	$	17,420.14
SUBTOTAL *(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds + Fee)*	***$***	***272,748.27***
VIII. Arizona Gross Receipts Tax	$	17,905.92
ESTIMATED TOTAL CMAR COST *(Future Anticipated GMP Amount)*	**$**	**290,654.19**
OTHER PROJECT COSTS:		
IX. Owner's Contingency	$	5,813.08
ESTIMATED TOTAL CONTRACT COST	**$**	**296,467.27**

For supporting documentation - see also:
Attachment #1 - Schedule of Values

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN

(PHASE 2 - TRICO REIMBURSEMENT ITEMS ONLY)

Updated: February 16, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1	-	**I. COST OF CONSTRUCTION - LINE ITEMS**				
2	-	**PHASE 2 - TRICO 12" WATER LATERALS**				$ -
3	1060000	Contractor Quality Control (Compaction Testing)	AL	1.00	$ 5,000.00	$ 5,000.00
4	2020029	Removal Of Bituminous Pavement	SY	60.00	$ 11.75	$ 705.00
5	4060011	Pavement Patch (SD-650) (Type 2) (6" RAP ABC, 4" PAG#1 W/RAP)	SY	60.00	$ 171.89	$ 10,313.40
6	5101112A	Potable Water Pipe, DI, 12" (CL 350) (Material Buy Only)	LF	464.00	$ 102.94	$ 47,764.16
7	5101112B	Potable Water Pipe, DI, 12" (CL 350) (Installation Only)	LF	464.00	$ 108.07	$ 50,144.48
8	5102212A	Potable Water, Gate Valve, 12" (Box & Cover) (Material Buy Only)	EA	4.00	$ 3,817.19	$ 15,268.76
9	5102212B	Potable Water, Gate Valve, 12" (Box & Cover) (Installation Only)	EA	4.00	$ 717.51	$ 2,870.04
10	5102216A	Potable Water, Gate Valve, 16" (Box & Cover) (Material Buy Only)	EA	2.00	$ 9,071.93	$ 18,143.86
11	5102216B	Potable Water, Gate Valve, 16" (Box & Cover) (Installation Only)	EA	2.00	$ 1,067.76	$ 2,135.52
12	5102608A	Potable Water, Combination Air Release Valve, 2" (Box & Cover) (Material Buy Only)	EA	2.00	$ 5,226.08	$ 10,452.16
13	5102608B	Potable Water, Combination Air Release Valve, 2" (Box & Cover) (Installation Only)	EA	2.00	$ 2,259.34	$ 4,518.68
14	5102802A	Potable Water, Modified Drain Valve Assembly (Material Buy Only)	EA	2.00	$ 1,992.62	$ 3,985.24
15	5102802B	Potable Water, Modified Drain Valve Assembly (Installation Only)	EA	2.00	$ 1,521.37	$ 3,042.74
16	7010005	Temporary Traffic Control	LS	1.00	$ 10,100.00	$ 10,100.00
17	7010100	Provide Detours (Temporary Shoulder Widening - Traffic Maintained On Compacted Millings)	EA	2.00	$ 7,261.52	$ 14,523.04
18	9010001	Mobilization	LS	1.00	$ 11,648.28	$ 11,648.28
19	9250001	Construction Survey And Layout	AL	1.00	$ 5,000.00	$ 5,000.00
20	-	***COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL***				**$ 215,615.36**

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN

(PHASE 2 - TRICO REIMBURSEMENT ITEMS ONLY)

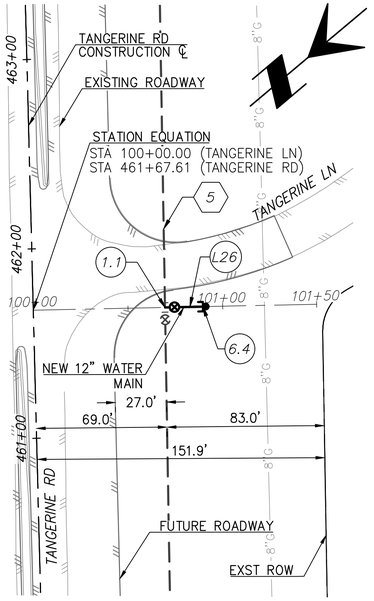
Updated: February 16, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
21	-	**II. CMAR CONTINGENCY**				
22	299.004	UNFORESEEN CONDITIONS (3% OF TRICO COST OF CONS.)	LS	1.00	$ 6,468.46	$ 6,468.46
23	**299.100**	***CMAR CONTINGENCY - LINE ITEMS SUBTOTAL***				**$ 6,468.46**
24	-	***SUBTOTAL A.*** *(DIRECT CONSTRUCTION COSTS)*				**$ 222,083.82**
25	-	**INDIRECT CONSTRUCTION COSTS**				
26	-	**III. GENERAL CONDITIONS**				
27	-	**PHASE 2 - TRICO 12" WATER LATERALS**				
28	300.001	FIELD ENGINEER	WK	0.00	$ 2,304.00	$ -
29	300.002	SUPERINTENDENT (1/4 TIME)	WK	1.00	$ 4,350.00	$ 4,350.00
30	300.003	SMALL TOOLS/GPS	WK	2.00	$ 500.00	$ 1,000.00
31	300.004	PORTABLE RESTROOMS	MO	1.00	$ 500.00	$ 500.00
32	300.005	TRASH DUMPSTER	MO	1.00	$ 750.00	$ 750.00
33	300.006	STORAGE CONTAINER	MO	1.00	$ 300.00	$ 300.00
34	300.007	TEMPORARY STAGING/ MATERIAL STORAGE YARD	LS	0.33	$ 6,649.16	$ 2,194.22
35	300.008	PERMIT ALLOWANCE (AIR QUALITY/SWPPP/ROW/ETC.)	LS	1.00	$ 2,500.00	$ 2,500.00
36	**300.100**	***SUBTOTAL B.*** *(III. GENERAL CONDITIONS)*				**$ 11,594.22**
37	-	***SUBTOTAL C.*** *(DIRECT COSTS + GENERAL CONDITIONS)*				**$ 233,678.04**
38	**400.100**	**IV. CMAR OVERHEAD** (8.04% of Subtotal C)	LS	1.00	$ 18,787.71	$ 18,787.71
39	-	***SUBTOTAL D.*** *(DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)*				**$ 252,465.75**
40	**700.100**	**VII. CONSTRUCTION FEE** (6.90% of Subtotal D)	LS	1.00	$ 17,420.14	$ 17,420.14
41	**500.100**	**V.a. GENERAL LIABILITY INSURANCE** (0.2876% of Subtotal D + VIII + V)	LS	1.00	$ 776.19	$ 776.19
42	**600.100**	**VI. PAYMENT & PERFORMANCE BONDS**	LS	1.00	$ 2,086.19	$ 2,086.19
43	-	***SUBTOTAL E.*** *(SUBTOTAL D + VIII + V + VI + VII)*				**$ 272,748.27**
44	**800.100**	**VIII. TOWN OF MARANA SALES TAX** (10.1% at 65% of Subtotal E)				$ 17,905.92
45	-	***ESTIMATED TOTAL CMAR COST*** *(Future Anticipated GMP Amount)*				**$ 290,654.19**
46	-	**IX. OWNER'S CONTINGENCY**				
47	900.001	OWNER-DIRECTED CHANGES AND/OR UNFORESEEN SITE CONDITIONS (2% OF ANTICIPATED GMP AMOUNT)	LS	1.00	$ 5,813.08	$ 5,813.08
48	**900.100**	***SUBTOTAL F.*** *(OWNER'S CONTINGENCY)*				**$ 5,813.08**
49		***ESTIMATED TOTAL CONTRACT COST***				**$ 296,467.27**

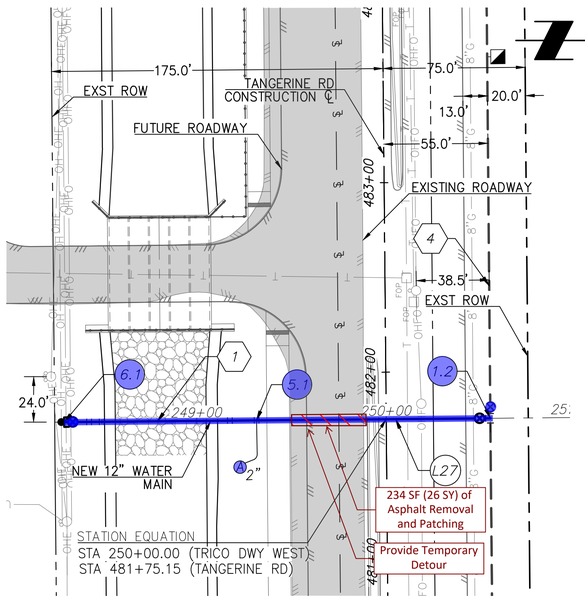
01/26/2023

Tangerine Road 16-inch X-Zone Transmission Main
Mandarina Blvd to Marana Tech Park

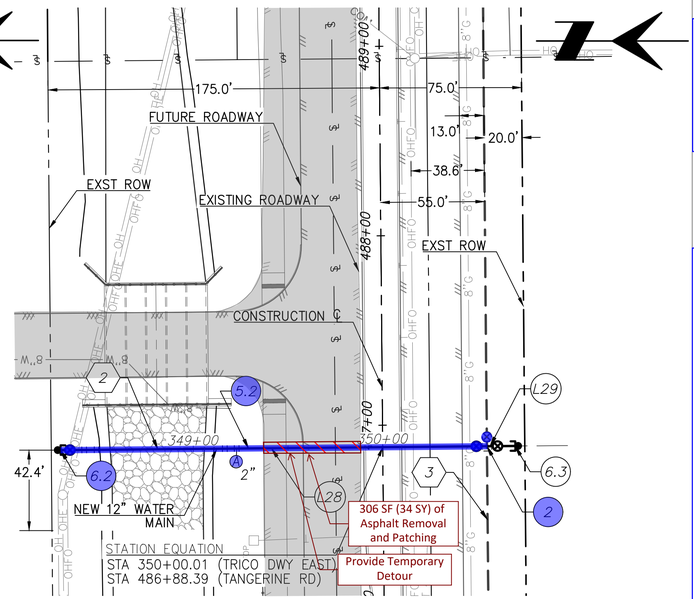
Task	Project Manager (Hours)	PM Rate	Project Engineer (Hours)	PE Rate	AMOUNT
Lateral Relocation for Trico Driveway	2	$202.00			$404.00
			8	$137.00	$1,096.00
Total for Trico					**$1,500.00**



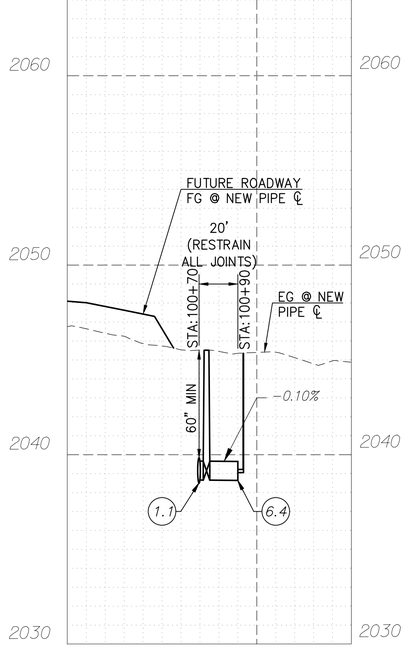
STA 461+67.31 TANGERINE RD =
STA 100+00 12" TANGERINE LN LATERAL

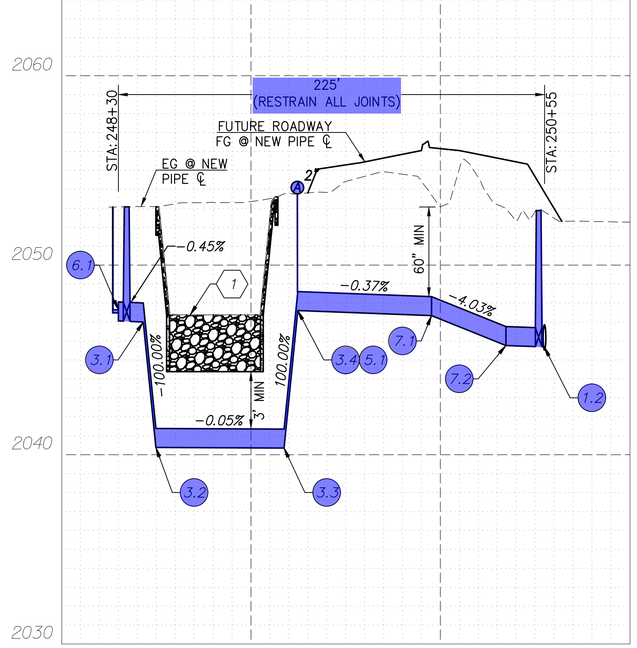


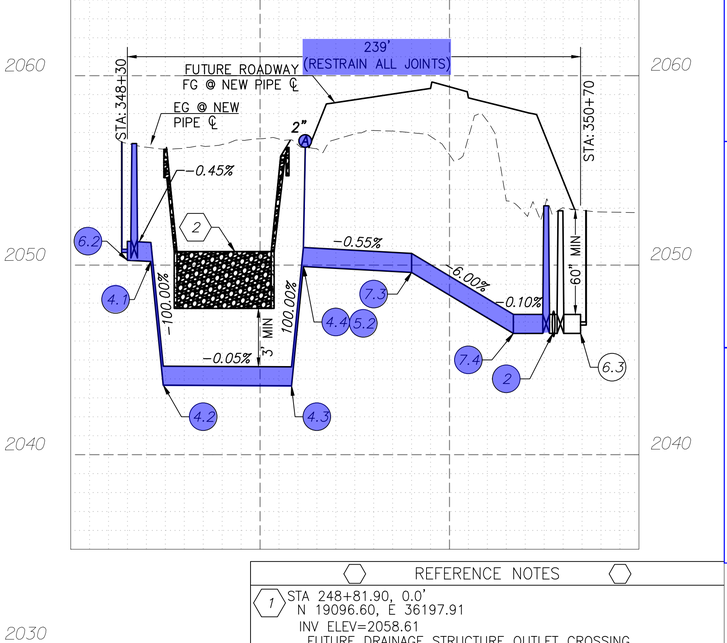
STA 481+75.15 TANGERINE RD =
STA 250+00 12" LATERAL AT WEST TRICO DRIVEWAY



STA 481+65.15 TANGERINE RD =
STA 350+00 12" LATERAL AT EAST TRICO DRIVEWAY







PIPE SLOPES SHOWN ARE TRUE LENGTH ALONG CENTERLINE.

REFERENCE NOTES

1. STA 248+81.90, 0.0'
   N 19096.60, E 36197.91
   INV ELEV=2058.61
   FUTURE DRAINAGE STRUCTURE OUTLET CROSSING
2. STA 348+81.24, 0.0' L
   N 19101.88, E 36711.13
   INV ELEV=2052.24
   FUTURE DRAINAGE STRUCTURE OUTLET CROSSING
3. WATER MAIN PLAN AND PROFILE, SEE SHEET W8
4. WATER MAIN PLAN AND PROFILE, SEE SHEET W7 & W8
5. WATER MAIN PLAN AND PROFILE, SEE SHEET W5

PIPA
PHASE 2 - TRICO LATERALS #1 & #2
(02/16/23)

CONSTRUCTION NOTES

1.1 STA 100+69.54, 0.0'
N 19299.27, E 34254.13
INV ELEV=2038.65

1.2 STA 250+55.00, 0.0'
N 18923.51, E 36199.47
INV ELEV=2045.69
CONNECT TO 16"X12" TEE
12" GATE VALVE (B&C) PER SD-300 — 2 EA

2 STA 350+55.00, 0.0'
N 18928.13, E 36712.69
INV ELEV=2046.40
CONNECT TO 16"X12" CROSS
12" GATE VALVE (B&C) PER SD-300 — 2 EA

3.1 STA 248+43.67, 0.0' (VERT)
N 19134.83, E 36197.56
INV ELEV=2047.00

3.2 STA 248+49.80, 0.0' (VERT)
N 19128.70, E 36197.62
INV ELEV=2040.38

3.3 STA 249+17.37, 0.0' (VERT)
N 19061.13, E 36198.23
INV ELEV=2040.34

3.4 STA 249+31.58, 0.0' (VERT)
N 19046.92, E 36198.36
INV ELEV=2047.60
12" 45° BEND — 4 EA (NPI)

4.1 STA 348+42.39, 0.0' (VERT)
N 19140.73, E 36710.76
INV ELEV=2050.20

4.2 STA 348+48.95, 0.0' R (VERT)
N 19134.18, E 36710.82
INV ELEV=2043.66

4.3 STA 349+16.62, 0.0' (VERT)
N 19066.51, E 36711.43
INV ELEV=2043.63

4.4 STA 349+22.90, 0.0' (VERT)
N 19060.23, E 36711.51
INV ELEV=2049.93
12" 45° BEND — 4 EA (NPI)

5.1 STA 249+23.12, 24.7' RT (ARV LOCATION)
N 19055.16, E 36173.58
STA 249+31.58, 0.0' LT (TAP LOCATION)
N 19046.92, E 36198.36
INV ELEV=2047.60

5.2 STA 349+22.56, 7.0' RT (ARV LOCATION)
N 19060.50, E 36704.50
STA 349+22.89, 0.0' RT (TAP LOCATION)
N 19060.24, E 36711.49
INV ELEV=2047.68
2" ARV PER STD. DTL. 331 — 2 EA

6.1 STA 248+30.06, 0.0' LT
N 19148.44, E 36197.48
INV ELEV=2047.06

6.2 STA 348+29.95, 0.0' LLT
N 19153.17, E 36710.67
INV ELEV=2050.26

6.3 STA 350+70.00, 0.0' LT
N 18913.14, E 36712.83
INV ELEV=2046.40

6.4 STA 100+89.54, 0.0' LT
N 19283.68, E 34241.60
INV ELEV=2038.63
2" MODIFIED DVA PER STD. DTL. 400 — 4 EA

7.1 STA 249+95.35, 0.0' LT
N 18983.15, E 36198.93
INV ELEV=2047.34

7.2 STA 250+34.56, 0.0' LT
N 18943.94, E 36199.29
INV ELEV=2045.76

7.3 STA 349+80.00, 0.0' RT
N 19003.13, E 36711.99
INV ELEV=2049.62

7.4 STA 350+33.72, 0.0' LT
N 18949.42, E 36712.50
INV ELEV=2046.40
GRADE BREAK (SOLID SLEEVE) — 4 EA (NPI)

Waterline Table

W#	Length	Bearing	Size / Material
L26	20.00'	S39° 01' 41.30"W	12" DIP (CL 350)
L27	225.00'	S0° 30' 56.38"E	12" DIP (CL 350)
L28	240.00'	S0° 30' 57.74"E	12" DIP (CL 350)

TOTAL LENGTH: 485 LF 12" PIPE

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

	DATE
DESIGNED:	01/2023
DRAWN:	01/2023
CHECKED:	01/2023
PROJ. ENG.:	01/2023

NO.	REVISION DESCRIPTION	ENGINEER	DATE

33984
MICHAEL E. DALY
DATE EXPIRES 09/30/2023
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
ARIZONA

PSOMAS
333 E WETMORE ROAD, SUITE 450
TUCSON, AZ 85705
520.292.2300

TOWN OF MARANA - PROJECT NO. WT053
LATERAL PLAN AND PROFILE - PHASE 2
FOR
TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN
MANDARINA BLVD TO MARANA TECH PARK

SCALES: HORIZ. 1"=40' / VERT. 1"=4'
SHEET W14 OF W18
PAGE OF

Plotted – 1/27/2023 11:28:42 AM :: Saved – 1/27/2023 11:23:15 AM :: I:\7MA210204\ENGR\SHEETS\WP4-W13.dwg :: chelsi.remmie

Exhibit B to TRICO/MARANA TANGERINE ROAD PIPA

Council-Regular Meeting **C13**

Meeting Date: 06/20/2023

To: Mayor and Council

From: Jing Luo, Water Director

Date: June 20, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-067: Relating to Utilities; authorizing Town staff to apply for a Drinking Water Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund the design and construction costs for a Marana Park emerging contaminants water treatment facility (Jing Luo)

Discussion:

The United States Environmental Protection Agency (EPA) has proposed a Maximum Contaminant Level (MCL) related to perfluorinated compounds (PFAS) at a lower threshold than what is currently existing at wells feeding the North Marana water system. The main facility that serves this system is the Marana Park facility, where water from two existing wells is pumped into an existing one-million-gallon reservoir, afterwhich, it is distributed to Marana Water customers. An additional well and larger reservoir are currently under construction. Without treatment, water in this system will not meet the minimum requirements for potable water under the new MCL if it is established at that level, and Marana Water will be unable to meet existing demands in the system.

Because multiple wells feed this site, it is an ideal location to place a water treatment facility. The intended solution is to construct a treatment facility utilizing the granular activated carbon (GAC) method of removing perfluorinated compounds and other related emerging contaminants at this site, which will allow the water to meet the MCL at the entry point to the distribution system.

Financial Impact:

Fiscal Year:	FY2025-2026
Budgeted Y/N:	N
Amount:	$7,055,000

There is no financial impact in FY24 as staff does not anticipate spending the loan proceeds until the following fiscal year. Staff will include appropriate adjustments to the project as well as to the water fund for corresponding debt service payments. Based on available information from WIFA the amount to be forgiven will be around 50%. Annual debt service payments estimated to range between $280,000 and $330,000 would be funded by water user rates.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-067.

Suggested Motion:

I move to adopt Resolution No. 2023-067, authorizing Town staff to apply for a Drinking Water Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund the design and construction costs for a Marana Park emerging contaminants water treatment facility.

Attachments

Resolution No. 2023-067

MARANA RESOLUTION NO. 2023-067

RELATING TO UTILITIES; AUTHORIZING TOWN STAFF TO APPLY FOR A DRINKING WATER REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) TO FUND THE DESIGN AND CONSTRUCTION COSTS FOR A MARANA PARK EMERGING CONTAMINANTS WATER TREATMENT FACILITY

WHEREAS the United States Environmental Protection Agency (EPA) has proposed a Maximum Contaminant Level (MCL) related to perfluorinated compounds (PFAS) at a lower threshold than that currently existing at wells feeding the North Marana water system; and

WHEREAS the Marana Park facility is the main facility that serves the North Marana water system, and it is an ideal location to place a water treatment facility designed to remove PFAS and other related emerging contaminants in order to meet the new MCL requirements; and

WHEREAS the Town desires to apply for a loan through the Water Infrastructure Finance Authority of Arizona (WIFA) in an amount not to exceed $7,055,000.00 for the design and construction of such a water treatment facility at that location; and

WHEREAS pursuant to A.R.S. § 9-571, the Town may obligate the revenues generated by its Water Department and other revenues, including excise taxes, otherwise authorized by law to be used to repay long-term obligations to repay a loan from WIFA; and

WHEREAS the Town of Marana, located in Pima and Pinal Counties, certifies that at the time of this request the population of the community is less than 150,000 as of the most recent U.S. Census date, which meets the requirement under A.R.S. § 9-571; and

WHEREAS the Mayor and Council of the Town of Marana find that it is in the Town's best interest to pursue and apply for financial assistance from WIFA in an amount not to exceed $7,055,000.00 to fund all or a portion of the design and construction costs for a Marana Park emerging contaminants water treatment facility.

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

SECTION 1. The Town Manager is hereby authorized to sign for and on behalf

of the Town of Marana all applications, agreements, and other documentation necessary or beneficial for Drinking Water Revolving Fund financial assistance from WIFA in an amount not to exceed $7,055,000.00 payable from revenues of the Marana Water Department and other revenues, including excise taxes, otherwise authorized by law to be used to repay long-term obligations, to cover design and construction costs for a Marana Park emerging contaminants treatment facility.

SECTION 2. All actions of the officers and agents of the Town of Marana which conform to the purposes and intent of this resolution and which further the completion of the actions as contemplated by this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts and things and to execute and deliver all such WIFA application documents on behalf of the Town and to conduct such procurement activities as may be necessary to carry out the terms and intent of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C14**

Meeting Date: 06/20/2023

To: Mayor and Council

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

Date: June 20, 2023

Subject: Approval of Regular Council Meeting Summary Minutes of June 6, 2023, and Special Council Meeting Summary Minutes of June 7, 2023

Attachments

Regular Council Meeting Summary Minutes, 06/06/2023

Special Council Meeting Summary Minutes, 06/07/2023

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 6, 2023, at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:03 PM and directed the Town Clerk to call the roll. **Council Member Kai** was absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Mayor Honea asked for a motion to approve the agenda.

Council Member Ziegler moved to approve the agenda as presented. Vice Mayor Post seconded the motion. Motion passed, 6-0.

CALL TO THE PUBLIC

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea said he was the keynote speaker at a Marana High School Class of 1973 50th reunion. He said he attended a Metropolitan Pima Alliance (MPA) awards event at the Fox Theatre in Downtown Tucson with **Town Manager Terry Rozema**, helped out at the Marana Community Church, attended a Regional Transportation Authority/Pima Association of Governments meeting, and attended an event at the Ritz Carlton with **Finance Director Yiannis Kalaitzidis** where they met with State Treasurer Kimberly Yee. He also reported on being the keynote speaker at a Memorial Day event at the Veteran's Cemetery and on his interview on WakeUp! Tucson.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Mr. Rozema said the Town issued 98 single-family residential permits in May. He said that is the highest number for this fiscal year, and that the numbers are up likely due to rental homes being built. He highlighted the opening of the Marana pool, the increasing popularity of the El Rio Preserve, and the construction of the shared use bike path along El Rio preserve. He also highlighted the upcoming Cal Portland shared use path project, the Sandario Road roundabout's recent project-of-the-year award, and the new episode of the Real Talk with the Town podcast with **Development Services Director Jason Angell** related to annexation.

PRESENTATIONS

P1 Relating to Community and Neighborhood Services; presentation on the Pima County Regional Affordable Housing Commission and the Prosperity Initiative Working Group (Lisa Shafer)

Community and Neighborhood Services Director Lisa Shafer introduced this item and its presenters, **Bonnie Bazata** with the Prosperity Initiative and **Carla Blackwell, Director of Development Services for Pima County** on behalf of the Affordable Housing Commission. A copy of the presentation slides is on file with the Town Clerk's Office.

Ms. Bazata presented on behalf of the Prosperity Initiative and discussed Pima County's poverty rate, the four approaches for addressing poverty, the purpose of the Prosperity Initiative, applicable timelines, stakeholder outreach, examples of what the research thus far has shown, implementation ideas, housing mobility and stability, transportation, access to healthcare and services, workforce development, post-secondary education, digital inclusion, and financial capability. Please see the presentation slides for details, including graphical information, statistics, and maps.

Ms. Blackwell presented on the work of the Affordable Housing Commission. She highlighted the need for housing to be addressed on a region-wide basis. During her presentation, she discussed the background of Pima County's efforts, the Affordable Housing Taskforce recommendations to build more across the housing continuum and to improve access to affordable housing, accomplishments to date, and ongoing action items. Please see the presentation slides for details, including depictions.

Mayor Honea said that home ownership seems to be slipping away from the younger generation. He asked if the Affordable Housing Commission has done any research to assist young working families to get into housing. **Ms. Blackwell** said Pima County's Industrial Development Authority is looking into doing a single-family home mortgage program that would allow for lower-interest mortgages for first-time homebuyers.

Mayor Honea said part of the issue is that while young people can afford monthly mortgage payments, they cannot afford the down payment to actually get into a house. **Ms. Blackwell** said **Mayor Honea** touched on a very important issue, and highlighted that cash buyers are pushing out others in the marketplace.

Vice Mayor Post thanked both presenters for the work they and their organizations are doing and complemented the presentations. He asked if they are utilizing nonprofit groups already doing similar work. **Ms. Bazata** said there is a lot of expertise in the community they home to draw upon.

Council Member Officer highlighted that one of the issues for those entering into affordable housing options is not having the training needed for maintenance of the home long term. **Ms. Bazata** agreed and said she would raise the concern with the Habitat for Humanity and other organizations.

Council Member Ziegler asked what gap financing was as related to affordable housing. **Ms. Blackwell** explained that it involved grant funding to fill gaps in financing needed to complete a project and was given on a project-by-project basis.

CONSENT AGENDA

C1 Resolution No. 2023-048: Relating to Administration; designating Yiannis Kalaitzidis as the Chief Fiscal Officer for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General (Libby Shelton)

C2 Resolution No. 2023-049: Relating to Administration; approving and authorizing the Mayor to execute Amendment Two to the Intergovernmental Agreement with Pima County for Pima Early Education Program (Lisa Shafer)

C3 Resolution No. 2023-050: Relating to Development; approving a release of assurances for Little Lambert Lots 1-5 and Common Area A (Private Street) (Jason Angell)

C4 Resolution No. 2023-051: Relating to Development; approving an amended final plat for Tangerine/I-10 Lots 3A - 3D, Lots 4A - 4C, and Block "1" (Future Development), Blocks "2" and "3" (Open Space/Drainage) generally located south of Tangerine Road and a quarter-mile west of Interstate 10 (Steve Cheslak)

C5 Resolution No. 2023-052: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2024 (Andrea Caicedo)

C6 Resolution No. 2023-053: Relating to the Police Department; approving and authorizing the Police Chief or his designee to execute a Memorandum of Understanding between the City of Tucson and Marana Police Department to set forth their relationships concerning the Southern Arizona Crime Gun Intelligence Center (Libby Shelton)

C7 Resolution No. 2023-054: Relating to Public Works; authorizing the Town Manager to sign all documents and do all other things necessary or prudent to obtain land use rights from the Central Arizona Project (CAP) needed for the Tangerine Road TI (Traffic Interchange) project, Town project ST107 (Jane Fairall)

C8 Approval of Regular Town Council Meeting Summary Minutes of May 16, 2023 (David L. Udall)

Vice Mayor Post and Council Member Ziegler moved to approve the consent the consent agenda. Mayor Honea said the motion was moved and seconded. Motion passed, 6-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2023-055: Relating to Boards, Commissions, and Committees; making appointments to the Town of Marana Planning Commission (David L. Udall)

Council Member Comerford said the Council Committee for Planning Commission and Board of Adjustment Appointments met earlier in the evening and had a recommendation for the full Town Council. She asked if **Council Member Officer** would like to make a motion regarding the recommendation.

Council Member Officer moved to reappoint John Flint, Thomas Schnee, Joseph Parsons, and John Mc Intyre to the Town of Marana Planning Commission. Vice Mayor Post seconded the motion.

Mayor Honea asked for any discussion prior to voting on the motion.

Council Member Ziegler highlighted applicant Kelley Lee's resume and wished to discuss her application before voting. She asked to go into executive session. **Mayor Honea** wished to move forward with the vote. He said many good applicants applied, but that the incumbents were doing a good job. **Council Member Ziegler** agreed, but said she wanted to ensure the best were brought onto the Planning Commission.

Council Member Ziegler moved to go into executive session. There was no second.

Mayor Honea called for a vote on the motion on the floor made by **Council Member Officer** and seconded by **Vice Mayor Post**.

Motion passed, 4-2, with Mayor Honea, Vice Mayor Post, Council Member Officer, and Council Member Comerford voting Aye, and Council Member Ziegler and Council Member Craig voting Nay.

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No 2023.019: Relating To Development; approving a rezoning of approximately 1.7 acres of land, generally located 300 feet northwest of the intersection of W. Ina Road and N. Oldfather Road, from MR-2 (Multi-Family Residential) and NC (Neighborhood Commercial) to VC (Village Commercial) (Scott S. Radden)

Mayor Honea opened the public hearing at 6:54 PM.

Senior Planner Scott Radden presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office.

Mr. Radden explained that the item involved a non-site analysis rezoning to Village Commercial (VC). On a map, he showed where the relevant zoning would take place and explained the intent of the zoning as outlined in the presentation slides. The Planning Commission voted unanimously to recommend the rezoning. For more details, including to view maps related to the rezoning, please view the presentation slides.

Council Member Ziegler moved to adopt Ordinance No 2023.019 subject to the recommended conditions. Vice Mayor Post seconded the motion.

Mayor Honea closed the public hearing at 6:57 PM.

Motion passed, 6-0.

A2 Resolution No. 2023-056: Relating to Administration; adopting the Town of Marana Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for FY 2023-2024 (Yiannis Kalaitzidis)

Mr. Kalaitzidis presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office.

Mr. Kalaitzidis explained the statutory purpose of this item and discussed data in the presentation slides related to net unfunded liability in the program, the fiscal year 2024 employer contribution rates, and the funding objectives, which he said remain largely unchanged from the previous year. He further explained Town staff's recommendation to: accept the actuarial report's funded target ratio and date (100% by 2036), always contribute 100% of ARC from operating revenues, and authorize the Town Manger to propose additional measures as part of the annual budget process based on projected financial conditions and Town operational needs. Please see the presentation slides for details, including graphical information and statistics.

Council Member Ziegler moved to adopt Resolution No. 2023-056. Vice Mayor Post seconded the motion. Motion passed, 6-0.

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. Angell provided an update on public and private projects and development applications in the Town, as currently listed on the following website: https://experience.arcgis.com/experience/9bcda179c412496a8be2a5af29727745/.

During the presentation, **Mr. Angell** answered questions about the various projects.

D2 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)

Mr. Rozema said the Legislature has not been in session for the last three weeks, and said there are no updates at this time.

Mayor Honea provided a brief update on the zoning-related bills in the Legislature and said they likely will not be moving forward.

D3 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2023/2024 budget, including proposed budget initiatives and expenditures (Terry Rozema)

There was no update presented regarding the fiscal year 2023/2024 budget.

EXECUTIVE SESSIONS

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

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

E2 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion, consideration, and possible interviews of candidates for appointment to the Planning Commission.

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).

Mayor Honea asked for future agenda items. There were no future agenda items.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 6-0. Meeting adjourned at 7:15 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on June 6, 2023. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Second Floor Conference Center, June 7, 2023, at or after 5:00 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 approximately 5:05 PM and directed the Town Clerk to call the roll. **Vice Mayor Post, Council Member Craig**, and **Council Member Officer** were absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Comerford moved to approve the agenda as presented. Council Member Kai seconded the motion. Motion passed, 4-0.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Parks and Recreation: Presentation and discussion regarding public art concepts for fabrication and installation in the Multi-Generational Community Center

and Aquatics Facility and possible direction related to the final public art design concept and next steps.

Town Manager Terry Rozema introduced this item and its presenters, **Joseph O'Connell, Founder/Artist** at Creative Machines, Inc., and **Adan Banuelos, Design Engineer** at Creative Machines, Inc. **Mr. Rozema** said these artists have been working on two different design concepts of the outdoor artwork for the Community and Aquatic Center, and he said that this meeting is the time for Council to provide input on which design concept to select so the project can continue on schedule. Clarifying questions were asked and answered throughout the presentation.

Mr. O'Connell explained where they were in the design process and showed a presentation slide outlining the process. A copy of the presentation slides is on file with the Town Clerk's Office. Please see the slides for details, including depictions, photographs, and images related to the concept designs. **Mr. O'Connell** explained that once the design concept was chosen, there would be opportunities for feedback on schematics and other specifics related to the chosen concept.

Mr. O'Connell showed several photos related to Marana's heritage and natural beauty. He showed slides related to concept number one, Points in Time, which involved different sized shadow-box circles that would have artwork depicting Marana's heritage and natural beauty with backlighting, along with port holes to see through the wall. He then showed slides related to concept number two, At Home in the Desert, which involved a mountain landscape with similar, but bigger, layered heritage artwork on a that would also have backlighting at night. Sample materials of the artwork layers (big and small for each concept) were passed around and handled by Council Members.

Mr. Rozema asked if the concepts would be painted blue as depicted in the slides. **Mr. O'Connell** said that was the current design, but that they could be painted in different colors, and he welcomed input.

Mr. Rozema pointed out that the photographs shown in the slides would be incorporated into the heritage artwork in both concepts, and that the samples passed around and shown in the slides were only examples.

Council Member Kai expressed concern that the artwork might detract from the architecture of the Community Center building itself. **Mr. Rozema** explained that the location of the artwork was on a section of the building that would not block the windows and covered the community room area where it was not desirable to see inside the building. He also explained that the artwork wrapped around the wall to pull people from the sidewalk into the front door of the building.

Mayor Honea said he really liked both concepts, especially concept number one. He highlighted that the modern history of Marana was based on the cotton industry and wanted to see more cotton and farming depicted in the heritage artwork. **Mr. Rozema** stated those things would be incorporated and that what was shown in the slides was only by way of example.

Mayor Honea asked if the heritage artwork could depict people from different cultures. **Mr. Rozema** said it would be difficult to depict ethnicity and race in this art form, but that it could be done on the artwork in the interior of the building.

Council Member Comerford said she did not care for the circles concept in concept number one because they looked like bubbles. **Council Member Ziegler** agreed.

Mr. Rozema said that concept number one had a water-flow feel that would help the artwork tie into the aquatics center. He asked the artists which concept would depict the most detail, and **Mr. Banuelos** said concept number one because the artwork would be smaller and easier to detail and people would need to come up closer to the artwork to see it. **Mr. O'Connell** clarified that concept number two had the same amount of detail, but that it was enlarged against the mountain backdrop and designed to be viewed more from a distance.

Council Member Ziegler said she was not a fan of the circles in concept number one and really liked the mountain landscape in concept number two. She said she liked the detail and lighting of concept number one, but not the bubble effect. **Council Member Comerford** agreed and asked if the Points in Time could go on top of the mountain landscape. **Mr. Rozema** and **Mr. O'Connell** clarified that both concepts would have layered heritage artwork with backlighting, but that the primary difference was the scale of the artwork.

Mayor Honea said that the Town has adopted a turquoise and copper color theme, and he asked if the mountains in concept number two could be in those colors instead of in blue. **Council Member Ziegler** agreed, and **Council Member Comerford** asked if the heritage artwork, which is made of stainless steel, could be colored to be more of a copper color. The artists said they could do that and would look into the color scheme. **Mayor Honea** and **Council Member Ziegler** asked if the Town's old and new logos could be included as part of the heritage artwork.

Mr. Rozema said these selections were not the primary issue at this meeting and that it would be discussed more down the road after the concept design was selected. **Mr. Rozema** requested feedback from the architect regarding the two concepts.

Mr. John Kane, Founding Partner and Design Principal at Architekton said both concepts were good, but concept number one covered three zones along the wall instead of two and radiated light really well. He preferred concept number one.

Council Member Comerford asked whether the Points in Time circles could be placed in the empty space along the wall where the mountain backdrops do not cover the wall in concept number two. **Mr. Banuelos** and **Mr. Rozema** said they could do one concept or the other, but not both for budgetary reasons.

Council Member Ziegler, Council Member Kai, and **Council Member Comerford** said they preferred the mountain landscape of concept number two.

Council Member Comerford requested staff input. **Public Works Director Fausto Burruel** explained that concept number one would be easier to maintain from a maintenance perspective. **Mayor Honea** said it would be safer to do concept number one. **Parks and Recreation Director Jim Conroy** asked the artists what the concepts would look like at night. **Mr. O'Connell** said they don't know for sure, but concept number one would have tiny perforations of light illuminating against the wall in addition to the backlighting of the heritage artwork and the mountain landscape would have a more radiating backdrop of backlighting on a larger scale.

Mayor Honea said he would go with either concept number one or number two, but highlighted the benefits of concept number one. **Council Member Ziegler** and **Council Member Comerford** said they preferred the landscape background of concept number two. **Council Member Kai** said it seemed like more heritage artwork could be displayed with concept number one than number two, and **Council Member Ziegler** said concept number one actually provides Marana history in the artwork. **Council Member Kai** agreed. **Council Member Ziegler** said that with a historian joining the Marana team soon, she could tolerate the circles because she likes how it shows the history. **Mayor Honea** said concept number one gives a more detailed history, which is what the Town is looking for. **Council Member Comerford** said the background for the heritage artwork was really the only difference between the two.

Mayor Honea asked for a motion.

Council Member Kai moved to select design concept number one (Points in Time). Council Member Ziegler seconded the motion. Motion passed, 4-0.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn.

Council Member Comerford moved to adjourn the meeting. Motion passed, 4-0. Meeting adjourned at 6:08 PM.

CERTIFICATION

I hereby certify that the forgoing are the true and correct minutes of the Marana Town Council Special Meeting held on June 7, 2023. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 06/20/2023

To: Mayor and Council

Submitted For: David L. Udall, Town Clerk/Assistant Town Attorney

From: Nolette Hernandez, Records Clerk

Date: June 20, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #010 Beer and Wine Store Liquor License submitted by Lauren Kay Merrett on behalf of Maverik, located at 9171 West Tangerine Road, Marana, AZ 85658 (David L. Udall)

Discussion:

This application is for a new series #010 Beer and Wine Store liquor license at Maverik located at 9171 West Tangerine Road Marana, AZ 85658.

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

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

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing of the application. Pursuant to state statute, a

license will only be issued after a satisfactory showing of the capability, qualifications, and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a new series #010 Beer and Wine Store liquor license submitted by Lauren Kay Merrett on behalf of Maverik, located at 9171 West Tangerine Road, Marana, AZ 85658.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #010 Beer and Wine Store liquor license application submitted by Lauren Kay Merrett on behalf of Maverik, located at 9171 West Tangerine Road, Marana, AZ 85658.

Attachments

Redacted Application
Affidavit of Posting
Local Governing Body Recommendation
Descriptions of Common Liquor Licenses

LL 2023-05

received
04/28/2023
8:40AM
Email

State of Arizona
Department of Liquor Licenses and Control

Created 04/27/2023 @ 01:10:53 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	MAVERIK		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	9171 W TANGERINE DRIVE MARANA, AZ 85658 USA		
Mailing Address:	[redacted]		
Phone:			
Alt. Phone:			
Email:	[redacted]		

AGENT

Name:	LAUREN KAY MERRETT
Gender:	Female
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	MAVERIK INC		
Contact Name:	LAUREN KAY MERRETT		
Type:	CORPORATION		
AZ CC File Number:	F00144124	State of Incorporation:	AZ
Incorporation Date:	12/30/1970		
Correspondence Address:	[redacted]		
Phone:			
Alt. Phone:			
Email:	[redacted]		

Officers / Stockholders

Name:	Title:	% Interest:
FJ MANAGEMENT INC	Stockholder	67.50
KAREN ALISON SCHRAMM	Multi-See Case Note	
PAMELA GWEN WILLDEN	Multi- See Case Note	
CRAIG DENNIS BICKNELL	Multi-See Case Note	
BENITA BEATRICE RALEY	Multi- See Case Note	
CHARITY DAWN OLDENBURG	Multi- See Case Note	

MAVERIK INC - Stockholder

Name: FJ MANAGEMENT INC
Contact Name: LAUREN MERRETT
Type: CORPORATION
AZ CC File Number: F00326620 State of Incorporation: UT
Incorporation Date: 09/27/1984
Correspondence Address: [redacted]
Phone: [redacted]
Alt. Phone:
Email: [redacted]

FJ MANAGEMENT INC - Stockholder

Name: O J CALL TRUST
Contact Name: LAUREN KAY MERRETT
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

MAVERIK INC - Multi-See Case Note

Name: CRAIG DENNIS BICKNELL
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

FJ MANAGEMENT INC - Stockholder

Name: CRYSTAL ACCUMALATIONS LLC
Contact Name: LAUREN KAY MERRETT
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

FJ MANAGEMENT INC - Pres/CEO

Name: CRYSTAL CALL MAGGELET
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

MAVERIK INC - Multi-See Case Note

Name: KAREN ALISON SCHRAMM
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

CRYSTAL ACCUMALATIONS LLC - MEMBER

Name: CRYSTAL CALL MAGGELET
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

MAVERIK INC - Multi- See Case Note

Name: BENITA BEATRICE RALEY
Gender: Female
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

MAVERIK INC - Multi- See Case Note

Name: PAMELA GWEN WILLDEN
Gender: Female
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

MAVERIK INC - Multi- See Case Note

Name: CHARITY DAWN OLDENBURG
Gender: Female
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

MANAGERS

Name: JAMES DOUGLAS KOLB
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

****

Name: STEPHANIE MARIE DADEMASCH
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: LENNA SUE WILKIE
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: SYLVIA CORONADO LANGDON
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: EILEEN JEAN JACOBSON
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: JUANITA MARIA SAIA
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: MATTHEW OLEN DAVIS
Gender: Male
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: JEREMY BRUCE HOLEMAN
Gender: Male
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: WILLIAM MANUEL GREEN
Gender: Male
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: PAULA ANN SCHNEIDER
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: ROBERT ELIJAH HACK
Gender: Male
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: MARK JOHN MORENO
Gender: Male
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: JENNIFER LYNN SHIELDS
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: TRACY DAWN REIDHEAD
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: MASON ROBERT DIXON
Gender: Male
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: KATRINA C BARNEY
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: DESIRE ANNA SANCHEZ
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

****

Name: BLANCHE LOVELL VOSS
Gender: Female
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 244542
Application Type: New Application
Created Date: 04/19/2023

QUESTIONS & ANSWERS

010 Beer and Wine Store

1) Are you applying for an Interim Permit (INP)?
   No
2) Provide name, address, and distance of nearest school.
   (If less than one (1) mile note footage)
   Marana Middle School
   11285 W Grier Rd
   Marana AZ 85653

   4250 ft
3) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Owner
4) Is there a penalty if lease is not fulfilled?
   No
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   Self funded
7) Are there walk-up or drive-through windows on the premises?
   No
8) Does the establishment have a patio?
   No
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   6/30/2023

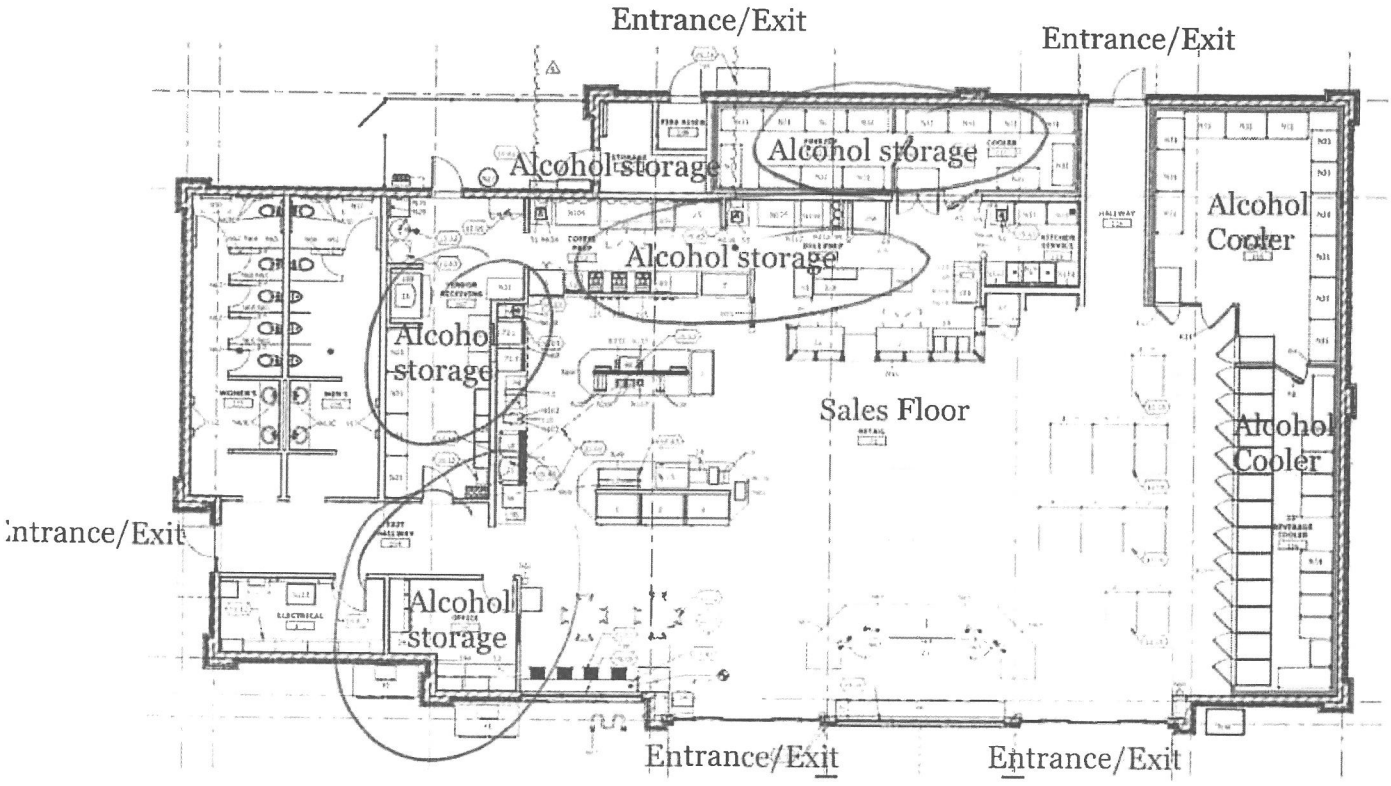
DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	My alienstat_access copy (Merged) copy (Merged) copy.pdf	04/19/2023
DIAGRAM/FLOOR PLAN	Diagram copy.pdf	04/19/2023
ORGANIZATIONAL DOCUMENTS	Flow chart copy copy.pdf	04/19/2023
QUESTIONNAIRE	1 My Q 2022 (Merged).pdf	04/19/2023

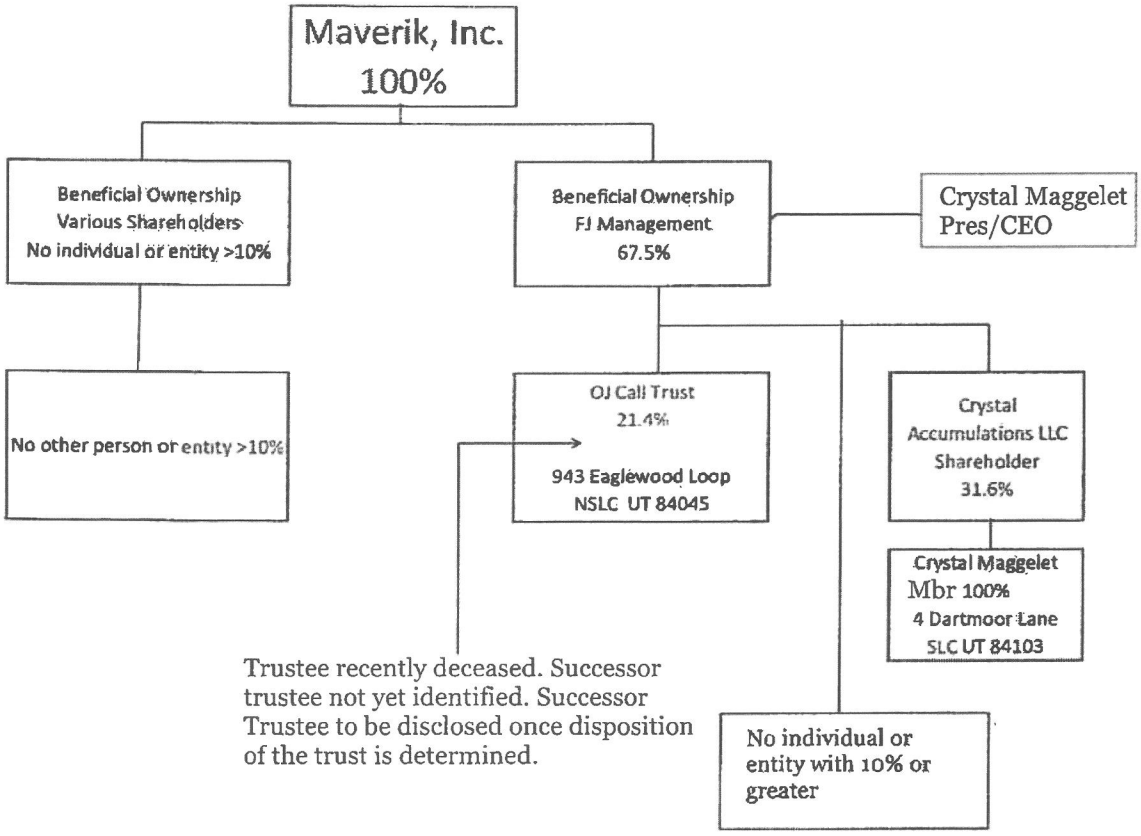
'23 APR 25 Liqr. Lic. PM 4 58

Maverik
9171 W. Tangerine Dr.,
Marana, AZ 85658

3100 ft.^{2}



'23 APR 25 Liqr. Lic. PM 4 58



CSR:
Amount:

'23 APR 25 Liqr. Lic. PM 4:57

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY
Job #: 244542
Date Accepted:
CSR:

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

TP Current
11-26-2021

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☒ Agent ☐ Controlling Person

2. Name: Merrett, Lauren Kay (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: AZ

4. Place of birth: Phoenix, AZ USA (City / State / COUNTRY) Height: 5'8" Weight: 150 Eyes: HZ Hair: BR

5. Name of current/most recent spouse: Morrow, James Quincy (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 12/1958

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Maverik Business Phone: Pending

9. Premises Address: 9171 W. Tangerine Dr., Marana, AZ 85658 Pima (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address.

'23 APR 25 Liqr. Lic. Pm 4 57

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/1996	CURRENT	Pres/CEO Mereco Inc.	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)*

FROM Month/Year	To Month/Year	Street	City	State	Zip
05/2000	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12.	As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14**	Yes	☐	No	☒
13.	Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? If yes, attach certificate(s)	Yes	☐	No	☐
14.	Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?	Yes	☐	No	☒
15.	Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210*	Yes	☐	No	☒
16.	Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?	Yes	☐	No	☒
17.	Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)*	Yes	☐	No	☒
18.	Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)*	Yes	☐	No	☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Lauren Kay Merrett **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: Lauren Kay Merrett **Date:** 4-25-2023

'23 APR 25 Liqr. Lic. PM 4:58

ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Lauren Kay Merrett

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? [X] Yes [ ] No - If **yes**, indicate place of birth:

City Phoenix State AZ **COUNTRY** US

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: AZ Drivers License

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

'23 APR 25 Liq. Lic. PM 4:58

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identificationcard.

2. A driver license issued by a state that verifies lawful presence in the UnitedStates.

3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)

4. A United States certificate of birth abroad.

5. A United States passport. ***Passport must be signed***

6. A foreign passport with a United States visa.

7. An I-94 form with a photograph.

8. A United States citizenship and immigration services employment authorization document or refugee travel document.

9. A United States certificate of naturalization.

10. A United States certificate of citizenship.

11. A tribal certificate of Indian blood.

12. A tribal or bureau of Indian affairs affidavit of birth.

13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'23 HAR 25 L19. LIC. AM 4 58

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ . An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

11. A nonimmigrant whose visa for entry is related to employment in the United States, or

12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

13. A foreign national not physically present in the United States.

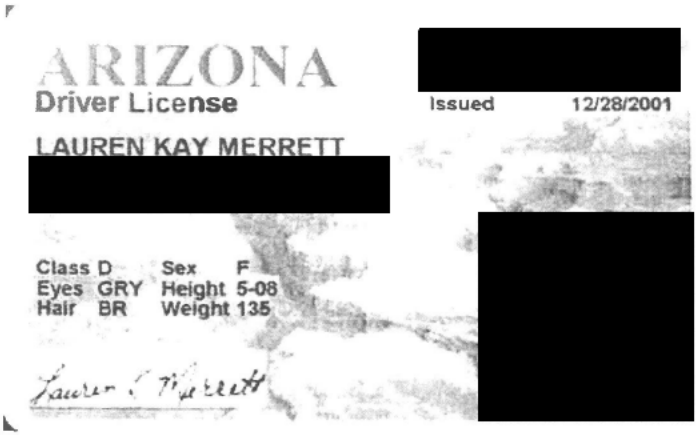
14. ***Otherwise Lawfully Present***

15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Lauren Kay Merrett	Lauren Kay Merrett	11/07/2022
Print Name	**Signature**	**Date**

'23 APR 25 Liqr. Lic. PM 4:58


ARIZONA
Driver License
[redacted]
Issued 12/28/2001
LAUREN KAY MERRETT
[redacted]
Class D Sex F
Eyes GRY Height 5-08
Hair BR Weight 135
[redacted]

CSR:
Amount:

'23 APR 25 Liq. Lic. Ph 4:57

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY
Job #: 244542
Date Accepted:
CSR:

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

FP Current 8-20-2021

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. **Check the Appropriate Box** → ☐ Agent ☒ Controlling Person

2. Name: Maggelet, Crystal Call (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: UT

4. Place of birth: Ogden UT USA (City / State / COUNTRY) Height: 5'4" Weight: 125 Eyes: HZ Hair: BR

5. Name of current/most recent spouse: Maggelet, Charles (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Maverik Business Phone: Pending /

9. Premises Address: 9171 W. Tangerine Dr., Marana, AZ 85658 Pima (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address.

'23 APR 25 Liq. Lic. PM 4:57

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2015	CURRENT	President FJ Management Inc.	1104 Country Hills Dr., Ogden, UT 84403

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)*

FROM Month/Year	To Month/Year	Street	City	State	Zip
11/2000	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12.	As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14**	Yes ☐	No	☒
13.	Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? If yes, attach certificate(s)	Yes ☐	No	☐
14.	Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?	Yes ☐	No	☒
15.	Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210*	Yes ☐	No	☒
16.	Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?	Yes ☐	No	☒
17.	Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)*	Yes ☐	No	☒
18.	Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)*	Yes ☐	No	☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Crystal Call Maggelet **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: Crystal Maggelet **Date:** 02/13/2023

LC:
Amount:

PREMISES MANAGER QUESTIONNAIRE

DLLC USE ONLY
Job #:
Date Accepted:
CSR:

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Name: Boren, Kelly Ann (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

2. Social Security #: [redacted] Driver's License #: [redacted] State Issued: AZ

3. Place of birth: Sacramento CA US (City / State / COUNTRY) Height: 5'6" Weight: 200 Eyes: BR Hair: BR

4. Name of current/most recent spouse: Boren, Christopher Michael (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

5. Are you a bonafide resident of Arizona? Yes [X] No [ ] If yes, what is your date of residency? 8/2022

6. Daytime telephone number: [redacted] Email address: [redacted]

7. Premises Name: Maverik Business Phone: Pending

8. Premises Address: 9171 W. Tangerine Dr., Marana, AZ 85658 Pima (Street (do not use PO Box) / City / State / County / Zip)

9. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2008	CURRENT	District Mgr	

10. Provide your residence address information for the last five (5) years ***A.R.S. §4-202(D)*** **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	To Month/Year	Street	City	State	Zip
08/2022	CURRENT	[redacted]			
07/2004	07/2022				

11. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes [X] No [ ]

12. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes [ ] No [X]

13. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* Yes [ ] No [X]

14. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes [ ] No [X]

15. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* Yes [ ] No [X]

16. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* Yes [ ] No [X]

If you answered "YES" to any Question 12 through 16 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 12-16 MAY NOT BE ACCEPTED

I, (Print Full Name) Kelly Ann Boren **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: Kelly Boren **Date:** 5/24/23

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

Print Name:_____ **Signature:** _____ **Date** _____

Certificate # On-line

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Kelly Boren
Full Name (please print)

Signature

May 25, 2023
Training Completion Date

May 24, 2026 /.
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Mereco Inc. - AAEC
Company Name

736 S. Longmore St Chandler AZ 85224
Mailing Address

602-738-1421
Daytime Contact Phone Number

I, Lauren Merrett, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Lauren Merrett
Instructor Signature

May 25, 2023

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Certificate # On-line

☐ On-sale
☒ Off-sale
☐ On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Kelly Boren

Full Name (please print)

Signature

May 24, 2023
Training Completion Date

May 23, 2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Mereco Inc. - AAEC
Company Name

736 S. Longmore St Chandler AZ 85224
Mailing Address

602-738-1421
Daytime Contact Phone Number

I, Lauren Merrett, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Lauren Merrett
Instructor Signature

May 24, 2023

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

POSTING

Job# _____
DLLC use only

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Date of Posting: 05 / 11 / 23 Date of Posting Removal: 5 / 31 / 23

Applicant's Name: Merrett (Last) Lauren (First) Kay (Middle)

Business Address: 9171 W Tangerine Rd (Street) Marana (City) 85658 (Zip)

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

JR Burns (Print Name of City/County Official) | Housing Rehabilitation Specialist (Title) | (520) 990-2496 (Phone Number)

[signature] (Signature) 5/11/23 (Date Signed)

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

7/21/2022

Local Governing Body Recommendation

A.R.S. § 4-201(C)

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 244542 (Arizona license/application #)

County of: Pima City/Town/County #: LL2023-05

Licensed establishment that will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2),

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

A boundary map of entertainment district must be attached.

The Town of Marana (Governing body) at a Regular (Regular or special) meeting held on the 6 (Day) of June (Month), 2023 (Year) considered the application of Lauren Kay Merrett (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

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

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

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

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

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

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Regular Meeting **B1**

Meeting Date: 06/20/2023

To: Mayor and Council

Submitted For: Andrea Caicedo, Assistant to the Town Manager

From: Andrea Caicedo, Assistant to the Town Manager

Date: June 20, 2023

Strategic Plan Focus Area:
Vibrant Community

Subject: Resolution No. 2023-068: Relating to Boards, Commissions and Committees; approving and authorizing the creation of the Marana Civic Committee as a special committee of the Town of Marana (Andrea Caicedo)

Discussion:

During the Strategic Plan Five planning process, a strategy was identified to revamp the Marana Citizens' Forum to increase program effectiveness and participation. On February 21, 2023, the Town Council adopted Resolution No. 2023-018, rescinding Resolution No. 2011-100 and dissolving the Marana Citizens' Forum in an effort to establish a new committee to increase citizen engagement and foster community participation in projects or programs that require public input before implementation.

After receiving feedback from Council, Town staff developed procedures for a new special committee aimed at increasing citizen engagement and that addresses areas of opportunity identified in the 2011 Marana Citizens' Forum. The new special committee, Marana Civic Committee, will offer appointed citizens an opportunity to be involved in the Town's decision-making processes by providing input on important matters to Town Council. The Committee will act in an advisory capacity for various Town issues, projects, and programs which will benefit from public input.

The Marana Civic Committee includes the following elements (additional information can be found in Exhibit A to the proposed Resolution):

- A quorum exists when a majority of the members are present.
- Each Town of Marana Council Member may appoint one member and each Marana Regional Partner may appoint one member (total of 11 members).
- Members will serve three-year terms; a minimum of one year off is required prior to being eligible for reappointment.
- Town Council and staff may convene the Marana Civic Committee at any time (with sufficient notice).

Upon Council approval, next steps will include identifying Council Member and Regional Partner appointments to the Committee and the first topic to be addressed.

Staff Recommendation:

Staff recommends approval of the resolution creating the Marana Civic Committee.

Suggested Motion:

I move to adopt Resolution No. 2023-068, approving and authorizing the creation of the Marana Civic Committee as a special committee of the Town of Marana.

Attachments

Resolution No. 2023-068

Exhibit A - Marana Civic Committee Procedures

MARANA RESOLUTION NO. 2023-068

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; APPROVING AND AUTHORIZING THE CREATION OF THE MARANA CIVIC COMMITTEE AS A SPECIAL COMMITTEE OF THE TOWN OF MARANA

WHEREAS Section 2-6-1(A) of the Marana Town Code authorizes the Town Council to create and dissolve those special and standing boards, commissions, and committees as the Council deems necessary; and

WHEREAS Section 2-6-1(B) of the Marana Town Code provides that the resolution creating a board, commission, or committee shall describe the powers and purpose of the board, commission, or committee and shall establish the number and qualifications of its membership; and

WHEREAS Section 2-6-2 of the Marana Town Code sets forth procedures for the application, recommendation, appointment, and removal of board, commission, or committee members; and

WHEREAS Section 2-6-3 of the Marana Town Code sets forth the terms of office for members of any special boards, commissions, and committees which shall be determined by the Town Council based on the purpose of the special board, commission, or committee; and

WHEREAS Section 2-6-4 of the Marana Town Code provides that the Council may by resolution modify any of the procedures set forth in Chapter 2-6 related to the application, recommendation, appointment, and removal of board, commission, or committee members for a particular board, commission, or committee as the Council deems appropriate; and

WHEREAS on February 21, 2023, the Town Council adopted Resolution No. 2023-018, rescinding Resolution No. 2011-100 and dissolving the Marana Citizens' Forum in an effort to establish a new committee that serves as a better tool for civic engagement; and

WHEREAS the Town Council desires to create the Marana Civic Committee as a special committee of the Town of Marana to increase citizen engagement and foster community participation in projects or programs that will benefit from public input before implementation; and

WHEREAS the Town Council finds that the creation of the Marana Civic Committee is in the best interest of the Town.

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

SECTION 1. The Marana Civic Committee, as described in Exhibit A, attached to and incorporated by this reference in this resolution, is hereby created as a special committee of the Town of Marana, and its powers, purpose, number of members, qualifications of members, and member terms of office shall be as set forth in Exhibit A.

SECTION 2. Pursuant to Section 2-6-4 of the Marana Town Code, the procedures set forth in Section 2-6-3 regarding application, recommendation, appointment, and removal of board, commission and committee members are hereby modified for the Marana Civic Committee and the application, recommendation, appointment, and removal of the members of the Marana Civic Committee shall be as set forth in Exhibit A.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Town of Marana
Marana Civic Committee

Introduction

The Marana Civic Committee is created as a special committee of the Town of Marana. The purpose of the Committee is to increase citizen engagement and foster community participation in projects or programs that will benefit from public input before implementation.

Powers

The Marana Civic Committee acts in an advisory capacity for various Town issues, projects, and programs which will benefit from public input.

Quorum

A quorum is the number of members needed for there to be a proper meeting of the committee. A quorum exists when a majority of the members are present.

Appointment

Each Town of Marana Councilmember may appoint one member and each Marana Regional Partner, defined below, may appoint one member to the Committee, for a total of 11 members. These Councilmember and Regional Partner appointees do not require consideration and approval by the full Town Council.

Councilmember and Regional Partner appointments can be made at any time there is a vacancy. If made during an active session, the appointment will become effective at the next scheduled session.

If a Councilmember or Regional Partner member resigns or is not re-elected the Town will seek a new appointment from his or her replacement.

Marana Regional Partners are the following organizations: Marana Chamber of Commerce, Marana Unified School District, MHC Healthcare, and Northwest Fire District.

Term

Terms of office for Marana Civic Committee members shall be three years. In an effort to allow fresh perspectives and input, members shall not serve consecutive terms. A minimum of one year off is required prior to reappointment.

Removal of Members

Removal of Marana Civic Committee members shall be in accordance with Section 2-6-2 (G) of the Marana Town Code, which provides for removal with or without cause by a majority vote of the Town Council, except for removal of members due to poor attendance at meetings. Committee members who are absent without prior excuse from two or more consecutive meetings per session may be considered to have resigned and the Town shall not be required to take any further action to remove the member.

Marana Civic Committee Process

The Marana Civic Committee serves in an advisory capacity for various Town issues, projects, and programs on an as-needed basis. Town Council or Staff may convene the Marana Civic Committee at any time (with sufficient notice) to request public input on an issue or issues presented to the Committee by Town Council or Staff. The number of meetings for each session will vary depending on the topic's complexity.

Marana Civic Committee meetings shall be held in compliance with the Arizona open meeting law.

REVISION HISTORY

	DESCRIPTION OF CHANGE	*DATE*	*RESOLUTION NO.*
OR	Original Adoption	6/20/2023	Resolution No. 2023-XXX

Council-Regular Meeting **B2**

Meeting Date: 06/20/2023

To: Mayor and Council

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

Date: June 20, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-069: Relating to Boards, Commissions and Committees; approving the appointment of Tom Sommerville to the Marana Public Safety Personnel Retirement System (PSPRS) local board and to the Marana Correctional Officer Retirement Plan (CORP) local board; and approving the appointment of George A. Kennedy to the CORP local board (David L. Udall)

Discussion:

Under state law, the Town of Marana is required to maintain a local board to administer the Public Safety Personnel Retirement System (PSPRS) for its PSPRS-eligible employees and a Correctional Officer Retirement Plan (CORP) for its CORP-eligible employees. Both local boards must include the mayor or his designee, two PSPRS- or CORP-eligible employees elected by their peers, and two citizens appointed by the mayor with the approval of the Town Council.

Town staff determined in April of 2023 that it would be best to combine the citizen membership of the PSPRS and CORP local boards. As a result, Mayor Honea is seeking Council approval for the appointment of Tom Sommervile to the PSPRS local board as well as to the CORP local board for four-year terms ending on June 30, 2027.

Mayor Honea is also seeking Council approval for the appointment of George A. Kennedy to the CORP local board for a two-year term ending on June 30, 2025, so as to coincide with the term of his existing PSPRS local board appointment ending on that same date.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopted Resolution No. 2023-069, approving the appointment of Tom Sommerville to the Marana Public Safety Personnel Retirement System (PSPRS) local board and to the Marana Correctional Officer Retirement Plan (CORP) local board; and approving the appointment of George A. Kennedy to the CORP local board.

Attachments

Resolution No. 2023-069

MARANA RESOLUTION NO. 2023-069

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; APPROVING THE APPOINTMENT OF TOM SOMMERVILLE TO THE MARANA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) LOCAL BOARD AND TO THE MARANA CORRECTIONAL OFFICER RETIREMENT PLAN (CORP) LOCAL BOARD; AND APPROVING THE APPOINTMENT OF GEORGE A. KENNEDY TO THE CORP LOCAL BOARD

WHEREAS the Town of Marana has created the Marana Public Safety Personnel Retirement System (PSPRS) local board pursuant to A.R.S. § 38-847 to administer the system for the Town and to make the provisions of the system effective for the Town; and

WHEREAS A.R.S. § 38-847 provides that two members of the PSPRS local board shall be citizens appointed by the Mayor with the approval of the Town Council; and

WHEREAS the Town of Marana has created the Marana Correctional Officer Retirement Plan (CORP) local board pursuant to A.R.S. § 38-893 to administer the plan for the Town and to make the provisions of the plan effective for the Town; and

WHEREAS A.R.S. § 38-893 provides that two members of the CORP local board shall be citizens appointed by the Mayor with the approval of the Town Council; and

WHEREAS Town staff determined in April of 2023 that it would be best to combine the citizen membership of the PSPRS and CORP local boards; and

WHEREAS Mayor Ed Honea desires to appoint Tom Sommerville to the PSPRS local board as well as to the CORP local board for four-year terms ending on June 30, 2027; and

WHEREAS Mayor Ed Honea desires to appoint George A. Kennedy to the Marana CORP local board for a two-year term ending on June 30, 2025, so as to coincide with the term of his existing PSPRS local board appointment ending on that same date; and

WHEREAS the Mayor and Council find that the appointments addressed by this resolution are 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: Tom Sommerville is hereby appointed to the Marana Public Safety Personnel Retirement System (PSPRS) local board for a four-year term ending June 30, 2027.

SECTION 2: Tom Sommerville is hereby appointed to the Marana Correctional Officer Retirement Plan (CORP) local board for a four-year term ending June 30, 2027.

SECTION 3: George A. Kennedy is hereby appointed to the Marana Correctional Officer Retirement Plan (CORP) local board for a two-year term ending June 30, 2025.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **A1**

Meeting Date: 06/20/2023

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: June 20, 2023

Strategic Plan Focus Area:
Thriving Commerce

Strategic Plan Focus Area Additional Info:
Attract and maintain career-oriented commerce. Ensure capital improvement projects advance the community's economic development goals and adhere to aesthetic standards.

Subject: Resolution No. 2023-070: Relating to Public Works; authorizing Town staff and representatives to acquire, by negotiations or condemnation, lands and property rights needed for the following Town of Marana projects: Tangerine Road Corridor Widening, Phase 2A (ST098), and Tangerine Road Corridor Widening, Phase 2B (ST060) (George Cardieri)

Discussion:

The Town sometimes needs to acquire property rights for a capital improvement project. These property rights could include rights of entry, temporary or permanent easements, and additional real property or right of way. Traditionally, staff brought each project forward individually. In an effort to simplify this effort, staff is grouping projects that are active or expected to be active in the near term. Therefore, this resolution is Council's authorization for Town staff to acquire property rights by negotiation or condemnation for the following two budgeted public works projects:

Tangerine Road Widening, Phase 2A (ST098)
Tangerine Road Widening, Phase 2B (ST060)

Staff will start negotiations with owners after Council approval and anticipates most acquisitions will happen next fiscal year.

Financial Impact:

Both projects presented below are included in the Town's five-year capital improvement plan. Budget authorization in FY2024 exists for the Tangerine Road Windening, Phase 2A (ST098) project. Staff anticipates existing budget authorization will be adequate to complete these purchases. However, if additional budget capacity is needed for this specific purpose staff may return for Council approval of further appropriations.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2023-070, authorizing Town staff to acquire property rights needed for the two public works projects.

Suggested Motion:

I move to adopt Resolution No. 2023-070, authorizing Town staff to acquire property rights needed for the two public works projects.

Attachments

Resolution No. 2023-070

Project Map

MARANA RESOLUTION NO. 2023-070

RELATING TO PUBLIC WORKS; AUTHORIZING TOWN STAFF AND REPRESENTATIVES TO ACQUIRE, BY NEGOTIATION OR CONDEMNATION, LANDS AND PROPERTY RIGHTS NEEDED FOR THE FOLLOWING TOWN OF MARANA PROJECTS: TANGERINE ROAD CORRIDOR WIDENING, PHASE 2A (ST098), AND TANGERINE ROAD CORRIDOR WIDENING, PHASE 2B (ST060)

WHEREAS the Town of Marana is constructing or will soon begin constructing the following Town projects: Tangerine Road Corridor Widening, Phase 2A (ST098), and Tangerine Road Corridor Widening, Phase 2B (ST060) (the "Projects"); and

WHEREAS the Town of Marana needs to acquire certain rights-of-way, easements and other property rights to construct the improvements needed for the Projects, (all of which interests in real estate are collectively referred to as the "Needed Property"); and

WHEREAS the Mayor and Council of the Town of Marana find that the acquisition or condemnation of the Needed Property is necessary for the public health, safety and welfare of the citizens of Marana.

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

Section 1. The particular rights-of-way, easements, and other property rights that constitute the "Needed Property" will be set forth on the right-of-way plans prepared for each of the Projects.

Section 2. Town staff and representatives are hereby authorized and directed to negotiate the Town's acquisition of the Needed Property based on offer amounts believed to be just compensation as determined based on an independent fee appraisal or, if the just compensation is believed to be $10,000 or less, on an internal market analysis.

Section 3. Before procuring an appraisal on any of the real estate included in the Needed Property, Town staff and representatives are authorized to offer the owner the Town staff's estimated cost of obtaining an appraisal.

Section 4. The Town Manager, Town Engineer, Town Real Property Manager, and Town staff and representatives are hereby authorized to execute on the Town's behalf any and all documents necessary to acquire the Needed Property on terms consistent with sections 2 or 3 of this resolution.

Section 5. If Town staff and representatives are unable to acquire the Needed Property on terms consistent with sections 2 or 3 of this resolution, the Town Attorney is hereby authorized and directed to bring one or more actions under the power of eminent domain to acquire the Needed Property for just compensation as determined by the Court or jury.

Section 6. Town staff and representatives are authorized to pay all survey, environmental investigation, title, escrow, recording, and filing fees and costs associated with these acquisitions.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of June 2023.

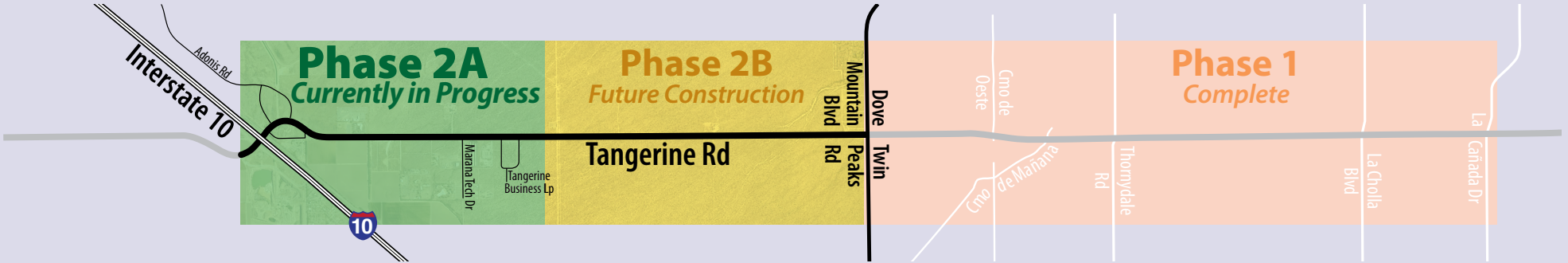
_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney


Interstate 10
Adonis Rd
Phase 2A
Currently in Progress
Phase 2B
Future Construction
Phase 1
Complete
Tangerine Rd
Marana Tech Dr
Tangerine Business Lp
Mountain Blvd
Dove Peaks Rd
Twin
Cmo de Oeste
Cmo de Mañana
Thornydale Rd
La Cholla Blvd
La Cañada Dr
10

Map Phase 2A

Council-Regular Meeting **A2**

Meeting Date: 06/20/2023

To: Mayor and Council

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

Date: June 20, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-071: Relating to Water; approving and authorizing the Mayor to sign the Third Amendment to Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project (David L. Udall)

Discussion:

In June of 2012, the Town of Marana entered into an Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project (the "Saguaro Bloom WSA"), which was subsequently amended to address matters not relevant for the purposes of this item in April of 2015 and in May of 2020.

The Saguaro Bloom WSA requires the Developer to meet the Town's source capacity and redundancy requirements by providing a second potable water well or by providing capacity improvements to an existing well in the Town's Airline/Lambert/Saguaro Springs/La Puerta del Norte water system (the "Water System"). The Developer has elected to provide a second well, which is estimated to be completed in August of 2023.

The Saguaro Bloom WSA also requires the Developer, prior to the issuance of the 1,000th residential building permit, to pay for a Town-conducted well capacity and redundancy evaluation of the Water System to determine the number of additional units that can be served before the system no longer has the capacity to serve peak daily demand with the largest well (Saguaro Bloom Well No. 1) out of service. Once that happens, the Saguaro Bloom WSA requires the number of residential units to be

capped at the number that, in the Town's opinion, the Water System has the peak daily demand capacity to serve. The cap remains in place until the second well is installed.

The 1,000th residential building permit was issued for the Saguaro Bloom development some time ago. In December of 2022, the Water Department conducted a well capacity and redundancy evaluation and determined the Water System no longer has the capacity to serve peak daily demand with the Saguaro Bloom Well No. 1 out of service.

As a result, in a letter dated April 17, 2023, a residential unit cap was set at the 19 additional residential units that, as of January 31, 2023, were under contract to be sold. No further residential units may be constructed until the requirements of the Saguaro Bloom WSA have been fully satisfied.

Because the Developer is in the process of equipping the second well with an estimated completion date of August of 2023, and due to complicating factors involving PFAS and 1,4-Dioxane contamination, as explained more fully in the letter dated April 17, 2023 in the backup materials to this agenda item, Town staff and the Developer thought an alternative proposed in the third amendment to the Saguaro Bloom WSA attached to the resolution accompanying this agenda item would be appropriate.

If approved, this third amendment would allow the Developer to construct 81 additional residential units over and above the current residential unit cap of 19 (bringing the total cap up to 100) in exchange for the Developer being required to pay for any emergency measures needed, as determined by the Town, in order to continue the uninterrupted flow of water to affected developments in the event the Saguaro Bloom Well No. 1 actually goes out of service. The Developer will also be required to install a quick connection/disconnection coupling to allow for a quick connection to the existing reservoir in order to expedite any filing activities in the event of such an emergency, and the Developer will be required to prepare an emergency management plan for the Town's review and approval within 30 days after the third amendment becomes effective.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-071.

Suggested Motion:

I move to adopt Resolution No. 2023-071: approving and authorizing the Mayor to sign the Third Amendment to Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project.

Attachments

Resolution No. 2023-071

Exhibit A - Third WSA Amendment

MARANA RESOLUTION NO. 2023-071

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISION OF WATER UTILITY SERVICE FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT

WHEREAS The Town and D.R. Horton's predecessor in interest entered into an instrument entitled, "Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project," recorded in the office of the Pima County Recorder on June 29, 2012 at Sequence No. 20121810303, as amended by the "First Amendment to Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project," recorded in the office of the Pima County Recorder on April 10, 2015 at Sequence 20151000319, and as further amended by the "Second Amendment to Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project," recorded in the office of the Pima County Recorder on May 11, 2020 at Sequence 20201320064; and

WHEREAS Town staff has negotiated a Third Amendment to Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project (the "Third WSA Amendment"); and

WHEREAS the Town Council finds that entering into the Third WSA Amendment 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: The Third WSA Amendment between the Town of Marana and D.R. Horton, Inc., 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 amendment.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISION OF WATER UTILITY SERVICE FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT

Town of Marana, Arizona

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISION OF WATER UTILITY SERVICE FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT (this "Third WSA Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and D.R. HORTON, INC., a Delaware corporation (the "Developer"). The Town and the Developer are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town and the Developer's predecessor in interest entered into an instrument entitled, "AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISION OF WATER UTILITY SERVICE FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT" (the "Restated WSA"), recorded in the office of the Pima County Recorder on June 29, 2012 at Sequence No. 20121810303, as amended by the "FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISION OF WATER UTILITY SERVICE FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT," recorded in the office of the Pima County Recorder on April 10, 2015 at Sequence 20151000319, and as further amended by the "SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISION OF WATER UTILITY SERVICE FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT," recorded in the office of the Pima County Recorder on May 11, 2020 at Sequence 20201320064.

B. As relevant here, paragraph 3.6 of the Restated WSA requires the Developer to "meet the Town's source water capacity and redundancy requirements by either providing a second potable water well" or "by providing capacity improvements to an existing well in the Town's existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system as necessary to provide production well capacity sufficient to convey and deliver peak daily demand within the Project [as that term is defined in subparagraph 2.6 of the Restated WSA]."

C. Subparagraph 3.6.1 requires the Developer, prior to issuance of the 1,000th residential building permit within the Project, to pay for a Town-conducted "well capacity and redundancy evaluation of the then-existing" Water System to determine the number of additional residential units that can be served within the Project "before the system no

longer has the capacity to serve peak daily demand within the Project with the largest well out of service."

D. When the Town evaluation concludes the system no longer has such capacity, subparagraph 3.6.1.2 of the Restated WSA requires the number of residential units to "be capped at the number that, in the Town's reasonable opinion, the system has the peak daily demand capacity to serve." The cap shall remain in place until the Developer installs the second well or provides capacity improvements to an existing well.

E. Pursuant to subparagraph 3.6.1.1 of the Restated WSA, "when a Developer-funded Town evaluation concludes that, with the largest then-existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system well [the Saguaro Bloom Well No. 1] out of service, the system has capacity to serve the Project as fully built out," the Developer "shall be relieved of any further obligation to provide capacity improvements to the system."

F. The Parties agree that the 1,000th residential building permit was issued for the Saguaro Bloom development some time ago.

G. In December of 2022, the Marana Water Department conducted a well capacity and redundancy evaluation and concluded that the Town's existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system no longer has the capacity to serve peak daily demand with Saguaro Bloom Well No. 1 out of service.

H. The Town sent the Developer a letter dated April 17, 2023, entitled, "Notice of Residential Unit Cap and Potential Alternative," a copy of which is on file with the Marana Water Department (the "Letter"), which, among other things, set the residential unit cap pursuant to subparagraph 3.6.1.2 of the Restated WSA at the 19 additional residential units that, as of January 31, 2023, were under contract to be sold. Under the imposed cap, no further residential units may be constructed until the requirements of paragraph 3.6 of the Restated WSA are fully satisfied.

I. Pursuant to the provisions of subparagraph 3.6.2 of the Restated WSA, the Developer has procured a contractor to equip a second well and connect it to the Town's existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system. The contractor has an estimated project completion date of August 2023.

J. Given that timeline, and in light of unforeseen circumstances related to PFAS/1,4 Dioxane contamination requiring adjustments to the water system, as explained more fully in the Letter, the Parties now desire to amend the Restated WSA, as previously amended, as set forth in this Third WSA Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Third WSA Amendment, the Parties hereby agree as follows:

1. *The Developer's representation of ownership*. By entering into this Third WSA Amendment, D.R. HORTON, INC., the "Developer" under this Third WSA Amendment, represents that it is the sole beneficiary of TITLE SECURITY 201434-T and is entitled to enter into this Third WSA Amendment.

2. *Additional Developer-Installed Water Facilities Requirements.* Paragraph 3.6 of the Lease is hereby amended by adding the following (with additions denoted by double underlining):

3.6 *Additional Developer-Installed Water Facilities Requirements*. The Developer shall meet the Town's source water capacity and redundancy requirements by either providing a second potable water well (well #2) within the Project or by providing capacity improvements to an existing well in the Town's existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system as necessary to provide production well capacity sufficient to convey and deliver peak daily demand within the Project.

3.6.1. Prior to the issuance of the 1,000th residential building permit within the Project, the Developer shall pay the reasonable costs for and the Town shall perform a well capacity and redundancy evaluation of the then-existing Airline/Lambert/ Saguaro Springs/La Puerta del Norte water system, for the purpose of evaluating the number of additional residential units can be served within the Project before the system no longer has the capacity to serve peak daily demand within the Project with the largest well out of service. If the Town's evaluation determines that the then-existing system has capacity to serve more than 100 more homes in the Project, no further action is required until an additional 100 residential units (or such additional number of units as the Parties agree by a letter signed by representatives of the Parties) are constructed within the Project. At that time, the Developer shall pay the reasonable costs for and the Town shall perform another well capacity and redundancy evaluation. This process shall continue until one of the following occurs:

[No changes to subparagraph 3.6.1.1.]

3.6.1.2. A Developer-funded Town evaluation concludes that, with the largest then-existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system well out of service, system capacity improvements will be required to serve the next 100 residential units. At that point, the number of residential units to be served within the Project shall be capped at the number that, in the Town's reasonable opinion, the system has the peak daily demand capacity to serve unless and until the Developer installs well #2 in accordance with paragraph 3.6.2 below or the Developer provides Town-approved capacity improvements to an existing well in the Town's existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system as necessary to provide production well capacity sufficient to convey and deliver peak daily demand to the Project at its then-projected total maximum development potential.

3.6.1.2.1 Notwithstanding subparagraph 3.6.1.2, the Developer may construct, and the system will serve, 81 additional units over and above the residential unit cap imposed on April 17, 2023 by the Town as set forth in the Letter until the time that the requirements of subparagraph 3.6.2 of the Restated WSA have been met and well #2 is fully functional. Until the requirements of subparagraph 3.6.2 of the Restated WSA have been met and well #2 is fully functional, the Developer shall fund any emergency measures deemed necessary by the Town to continue the uninterrupted flow of water to the affected development(s) in the event the largest then-existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system well actually goes out of service until it is fully functional again, including, but not limited to: hauling water to the affected development(s); installing temporary, above-ground (jumper) water lines and associated temporary facilities; and/or any other emergency measure deemed necessary by the Town for continued water service. Within 30 days after this Third WSA Amendment becomes effective, he Developer shall install an engineer-designed quick connection/disconnection coupling of adequate size, which would allow for a quick connection to the existing reservoir to expedite any filling activities in the event the largest then-existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system well actually goes out of service. The Developer shall also prepare an emergency management plan for the Town's review and approval within 30 days after this Third WSA Amendment becomes effective.

[The remainder of paragraph 3.6 remains unchanged.]

3. *Other terms and provisions*. All other terms and provisions of the Restated WSA and its exhibits, as previously amended, not specifically changed by this Third WSA Amendment, shall remain in effect and be binding upon the Parties as provided for in the Restated WSA, as previously amended. Words and phrases having a defined meaning in the Restated WSA have the same respective meanings when used in this Third WSA Amendment unless otherwise expressly stated.

4. *Recitals*. The recitals set forth at the beginning of this Third WSA Amendment are hereby acknowledged, confirmed to be accurate, and incorporated herein by this reference.

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

6. *Governing law*. This Third WSA Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this Third WSA Amendment shall be brought and maintained in Pima County, Arizona.

7. *Counterparts*. Third WSA Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

8. *Good standing*. The Developer represents and warrants to the Town that it is duly formed and validly existing and authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this Third WSA Amendment under applicable state laws.

9. *Authority*. Each Party represents and warrants that the individual executing this Third WSA Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

10. *Interpretation*. This Third WSA Amendment has been negotiated by the Parties, and no Party shall be deemed to have drafted this Third WSA Amendment for purposes of construing any portion of this Third WSA Amendment for or against any Party.

11. *Binding effect*. This Third WSA Amendment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties.

12. *Assignment*. The Developer may not assign this Third WSA Amendment without the prior written consent of the Town.

13. *Cancellation for conflict of interest*. This Third WSA Amendment is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

14. *Recording*. This Third WSA Amendment shall be recorded in the office of the Recorder of Pima County, Arizona.

15. *Effective date*. This Third WSA Amendment shall be effective as of the signature date of the last Party to sign this Third WSA Amendment.

16. *Term*. This Third WSA Amendment shall terminate upon the termination of the Restated WSA.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

The "TOWN":
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

The "DEVELOPER":
D.R. HORTON, INC., a Delaware corporation

By: _____

Title:_____

Date: _____

STATE OF ARIZONA)
ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____ , 2023 by _____, _____ of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

MARANA AZ
LEGAL

April 17, 2023

Via First Class Mail & Email

Mr. Sam Mills
6875 N. Oracle Rd., Suite 125
Tucson, AZ
85704shmills@drhorton.com

Re: Notice of Residential Unit Cap and Potential Alternative

To Whom It May Concern:

Pursuant to Section 3.6 of the Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project (the "Agreement"), the Developer is required to "meet the Town's source water capacity and redundancy requirements by either providing a second potable water well" or "by providing capacity improvements to an existing well in the Town's existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system [the "Water System"]." A copy of the Agreement is enclosed with this letter.

As relevant here, Section 3.6.1 requires the Developer, prior to issuance of the 1,000th residential building permit, to pay for a Town-conducted "well capacity and redundancy evaluation of the then-existing [Water System]" to determine the number of additional units that can be served "before the system no longer has the capacity to serve peak daily demand" with the largest well (Saguaro Bloom Well No. 1) out of service. When the Town evaluation concludes the system no longer has such capacity, Section 3.6.1.2 of the Agreement requires the number of residential units to "be capped at the number that, in the Town's reasonable opinion, the [Water System] has the peak daily demand capacity to serve." The cap shall remain in place until the Developer installs the second well or provides capacity improvements to an existing well.

The 1,000th residential building permit was issued for the Saguaro Bloom development some time ago. In December of 2022, Erik Christenson, a Civil Engineer with the Marana Water Department, conducted a well capacity and redundancy evaluation and concluded that the Water System no longer has the capacity to serve peak daily demand with Saguaro Bloom Well No. 1 out of service. The results of the evaluation were communicated by email to Mr. Sam Mills with D.R. Horton, Inc. on December 20, 2022.

As explained more fully in that email communication, there is theoretically sufficient capacity in the system to support approximately 45 additional residential units with Saguaro Bloom Well No. 1 out of service. However, since the Agreement was executed, the Environmental Protection Agency (EPA) has issued a proposed National Primary Drinking Water Regulation (NPDWR) establishing maximum contaminant levels (MCLs) for PFAS and 1,4-Dioxane. As detailed in Mr. Christenson's email, this has resulted in necessary adjustments to the existing Water System, including the removal of the Airline Well from service and limited use of the Lambert and La Puerta wells. Consequently, existing development currently exceeds the Water System's ability to meet demand in the event that Saguaro Bloom Well No. 1 goes out of service. Therefore, the Water System no longer has the peak daily demand capacity to serve any additional residential units until the second well is completed.

D.R. Horton informed Town staff that 19 residential units are currently under contract to be sold but do not yet have water meters installed. The Water Department has found it reasonable under the circumstances to allow these units to connect to the Water System notwithstanding the results of the well capacity and redundancy evaluation completed by Mr. Christenson.

Therefore, pursuant to Section 3.6.1.2 of the Agreement, the residential unit cap is hereby set at the 19 additional residential units that, as of January 31, 2023, were under contract to be sold. No further residential units may be constructed until the requirements of Section 3.6 have been fully satisfied.

Town staff also understands the Developer has procured a contractor to equip a second well and connect it to the Water System, and that the contractor has an estimated project completion date of August 2023. Given that timeline, and in light of the unforeseen circumstances caused by PFAS/1,4-Dioxane, Town staff is willing to bring before the Town Council an amendment to the Agreement as a potential alternative to the current 19-unit cap. Such an amendment would allow for and require, in substance, the following:

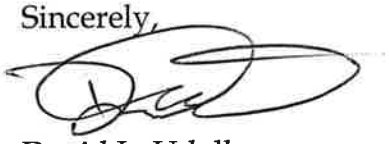
- The Developer may construct an additional 100 residential units, to include the 19 currently under contract to be sold, until the second well is operational if the Developer agrees to fully fund emergency measures needed (as determined by the Water Department) should the largest well serving the Water System actually go out of service, including, but not limited to:
    - Installing a temporary above-ground (jumper) water line and associated temporary facilities;
    - Hauling water to the development; and/or

- Any other emergency measure deemed necessary by the Water Department for continued service to the affected development(s).

- If the second well is not completed by August 31, 2023, construction on all residential units shall immediately cease and be capped pursuant to Section 3.6.1.2 until the well is finished.

If you are interested in entering into an amendment to the Agreement, or if you have any questions, please contact me at (520) 382-3492 or dudall@maranaaz.gov, or Erik Christenson at (520) 382-2575 or echristenson@maranaaz.gov.

Sincerely,



David L. Udall
Assistant Town Attorney
Town of Marana

Encl: Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project, recorded in the Pima County Recorder's Office on June 29, 2012 at Sequence No. 20121810303

F. ANN RODRIGUEZ, RECORDER
Recorded By: ER
DEPUTY RECORDER
4897

SMARA
TOWN OF MARANA
TOWN CLERK
11555 W CIVIC CENTER DR
MARANA AZ 85653

SEQUENCE: 20121810303
NO. PAGES: 19
AAG 06/29/2012
13:58
MAIL
AMOUNT PAID: $30.00

AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISION OF WATER UTILITY SERVICE FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT

TOWN OF MARANA, ARIZONA

This AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISION OF WATER UTILITY SERVICE (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), MARANA 670 HOLDINGS, LLC, an Arizona limited liability company (the "Owner"), and TWIN PEAKS DEVELOPMENT, INC., an Arizona corporation ("Twin Peaks Development"). The Town, the Owner, and Twin Peaks Development are sometimes collectively referred to as the "Parties," any one of which is sometimes individually referred to as a "Party."

RECITALS

A. The Owner is the current owner of the Property.

B. The Owner has entered into an agreement granting Twin Peaks Development an exclusive option to purchase all or a portion of the Property for the purpose of development and/or resale to builders. The option agreement is evidenced by a Memorandum of Option Agreement recorded in the Pima County Recorder's office at Sequence Number 20111990251.

C. The Property, which is specifically described in Exhibit A attached to this Agreement and incorporated here by this reference, includes all of the following:

(i) The lands that are the subject of a block subdivision plat titled "Saguaro Springs Blocks 1 thru 10 & A thru D and Lots 1 thru 9 & A and B," recorded in the Pima County Recorder's office at Book 58 of Maps and Plats Page 23, and referred to in this Agreement as the "Saguaro Springs Block Plat," except the "Park Site" and "School Site" described in Exhibit A attached to this Agreement and incorporated here by this reference, and certain public rights-of-way, all of which have previously been dedicated to public entities by the Owner's predecessor in interest.

(ii) The lands annexed into the town limits of the Town of Marana by Marana Ordinance No. 2005.04, as depicted in the annexation map recorded in the Pima County Recorder's office at Book 59 of Maps and Plats Page 62, and described in the warranty deed recorded in the Pima County Recorder's office at Docket 12208 Page 1961.

D. The Project is the development project now known as Saguaro Bloom, which includes the Property.

E. The Town entered into a water service agreement addressing the Project with Best Associates II, L.L.C., an Arizona limited liability company, dated February 12, 2001, and recorded February 22, 2002, at Docket 11742, page 2771, Pima County Recorder's office (the "Original WSA").

F. The Town and Best Associates II, L.L.C., entered into an amendment to the Original WSA dated April 1, 2004, and recorded on April 12, 2004, at Docket 12278, page 3151, Pima County Recorder's office (the "First WSA Amendment").

G. Best Associates II sold its interest in the Project to FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee under Trust No. 9089, ("FAT 9089"), and SAGUARO RESERVE LLC, an Arizona limited liability company ("Saguaro Reserve").

H. FAT 9089 and Saguaro Reserve entered into a second amendment to the Original WSA dated March 21, 2006, and recorded on March 24, 2006, at Docket 12768, page 1837, Pima County Recorder's office (the "Second WSA Amendment").

I. The Owner has now acquired the Property, and the Parties wish to replace the Original WSA, the First WSA Amendment, and the Second WSA Amendment with this Agreement.

J. Portions of the Property have been subdivided into 611 residential lots (the "Lots"), and various improvements, including utilities, roads, sidewalks and curbs have been installed to serve the Lots.

K. The Parties have entered into a "Development Agreement for the Saguaro Bloom Development Project" dated July 19, 2011, and recorded on July 22, 2011, at Sequence No. 20112030004, Pima County Recorder's office (the "Development Agreement"), to address various matters related to the Project.

L. This Agreement is intended to supplement the Development Agreement to address matters pertaining to water infrastructure and water service to the Project.

M. This Agreement is entered into and authorized pursuant to Title 14 (Utilities) of the Marana Town Code as it may be amended from time to time.

N. The Developer desires for the Town to provide water service to the Project.

O. To secure water service from the Town for the Project, the Developer has installed certain water infrastructure improvements and proposes to install additional water infrastructure improvements as needed to serve the Project, all of which are together referred to in this Agreement as the "Developer-Installed Water Facilities."

P. The Developer would like the Town to take ownership of, operate, and service the Developer-Installed Water Facilities upon their completion.

Q. The Town is willing to accept ownership and operation of the Developer-Installed Water Facilities and permit them to be connected to the Town Water System if they meet Town standards and are installed in accordance with Town requirements.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in this Agreement, the Parties agree as follows:

Article 1. Effect

The Original WSA, the First WSA Amendment, and the Second WSA Amendment are hereby replaced and superseded in their entirety by this Agreement.

Article 2. Definitions

The following definitions apply to terms used in this Agreement:

2.1. The "Developer" means any and all entities that develop the Project, including the Owner and Twin Peaks Development (if and to the extent the Owner or Twin Peaks Development decides to develop the Project) and successor developers and builders.

2.2. The "Development Agreement" means the Development Agreement for the Saguaro Bloom Development Project identified in recital K above.

2.3. The "Developer-Installed Water Facilities" means public water facilities deemed necessary or desirable in the sole opinion of the Town to serve the Project, which have been or are to be constructed under this Agreement, which are located within or outside the Project within public rights-of-way or dedicated easements, and which upon completion by the Developer and inspection and acceptance by Marana are deeded to Marana for operation and maintenance. Developer-Installed Water Facilities include wells, pumps, storage tanks and reservoirs, mains, valves, meters and other appurtenances to the Water System necessary for service to the Project and appurtenant to the Town of Marana municipal Water System.

2.4. A "Facility Plan" means the Town-approved engineering plans and specifications for a phase of the Developer-Installed Water Facilities.

2.5. The "Property" means the real property within the corporate limits of the Town, as legally described in Exhibit A.

2.6. The "Project" means the development project depicted on the Saguaro Springs Block Plat and the current and future development of the Property for up to but not exceeding 2,509 residential units, and now known by the name "Saguaro Bloom," and depicted on the map attached to this Agreement as Exhibit B and incorporated here by this reference.

2.7. The "Saguaro Springs Block Plat" means the subdivision plat identified in recital C. (i) above.

2.8. "SCADA" means the Town's Supervisory Control and Data Acquisition system.

2.9. The "Water System" means water facilities, including water mains, valves, pipelines, meters, booster pumps, wells, reservoirs and all other water facilities necessary

for service to the Project and appurtenant to the Town of Marana municipal water supply system.

2.10. The "Work" means construction and installation of the Developer-Installed Water Facilities in accordance with the Facility Plan, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation.

Article 3. The Developer's Water Infrastructure Obligations

3.1. *Identification of Existing Developer-Installed Water Facilities.* The Parties agree and acknowledge that the Owner's predecessors-in-interest have constructed and/or installed the following Developer-Installed Water Facilities:

3.1.1. One storage tank of at least 1,400,000 gallons (the "Storage Tank")

3.1.2. One domestic well (well #1) with a production capacity of 1,000 gallons per minute, located on the site of the Storage Tank. Well #1 has been integrated into the Town's Supervisory Control and Data Acquisition (SCADA) system including the provision of instrumentation and control equipment as required to control and monitor the well and flow meter remotely.

3.1.3. A fire pump sufficient to provide two hours of fire flow at 1,500 gallons per minute from the Storage Tank to the Project.

3.1.4. A portable self-contained generator of sufficient size to operate well #1 and the fire pump referenced in subparagraph 3.1.3 above.

3.1.5. The water infrastructure improvements described in plan sets ENG 0412-011 and ENG 0502-014.

3.1.6. The water distribution infrastructure improvements necessary to serve Blocks 4, 8A, and 8B of the Saguaro Springs Block Plat, described in plan set ENG 0504-018.

3.2. *Water Infrastructure Improvements Transferred to the Town.* The Parties agree and acknowledge that the Owner's predecessors-in-interest have transferred to the Town title to the following water infrastructure improvements and lands:

3.2.1. Lot A of Saguaro Springs Block Plat, containing approximately 1.63 acres.

3.2.2. The water infrastructure improvements listed in subparagraphs 3.1.1 through 3.1.4 above, all of which are located on Lot A of Saguaro Springs Block Plat.

3.3. *Water System Interconnection.* The Parties acknowledge that the Project's potable water system has been integrated into the Town's existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system, which includes well #1 and three other Town-owned wells.

3.4. *Bill of Sale.* The Developer shall provide the Town with a bill of sale for all improvements transferred or to be transferred to the Town, to the extent not already so provided.

3.5. *Remediation of Existing Developer-Installed Water Facilities.* Consistent with the project phasing set forth in the Development Agreement, the Developer shall be responsible for confirming to the Town's reasonable satisfaction that all Developer-Installed Water Facilities are activated and operational and meet all applicable American Water Works Association, federal, state, and local regulations, requirements, and standards. This includes all previously-installed and now-dormant infrastructure necessary to serve initial phases and the completion of additional water infrastructure per Town requirements to serve future phases. Prior to the issuance of the first residential building permit in the Project (not including permits necessary for the construction of model homes), the Developer shall, by way of example and not limitation, complete the following tasks:

3.5.1. Inspect mechanical and electrical pumping equipment and provide a video log to evaluate the condition of the existing well casing of well #1 (as necessary).

3.5.2. Complete repairs/satisfy the punch list provided by the Town for the proper operation of well #1 per the approved design intent.

3.5.3. Ensure the SCADA connections to well #1 are working adequately to validate all pertinent information required from the site.

3.5.4. Inspect and repair (as necessary) the reservoir at the well site of well #1, and confirm that it equals or exceeds the estimated usage of the Water System at the Project's build-out on the hottest day of the summer, together with (i) two hours of fire flow at 1,500 gallons per minute, or (ii) if the Town will serve any commercial development on the Project, three hours of fire flow at 1,500 gallons per minute.

3.5.5. Install and integrate with the SCADA system an automatic transfer switch at the well site of well #1 that will enable the generator to automatically engage in the event of a power disruption.

3.6. *Additional Developer-Installed Water Facilities Requirements.* The Developer shall meet the Town's source water capacity and redundancy requirements by either providing a second potable water well (well #2) within the Project or by providing capacity improvements to an existing well in the Town's existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system as necessary to provide production well capacity sufficient to convey and deliver peak daily demand within the Project.

3.6.1. Prior to the issuance of the 1,000th residential building permit within the Project, the Developer shall pay the reasonable costs for and the Town shall perform a well capacity and redundancy evaluation of the then-existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system, for the purpose of evaluating the number of additional residential units can be served within the Project before the system no longer has the capacity to serve peak daily demand within the Project

with the largest well out of service. If the Town's evaluation determines that the then-existing system has capacity to serve more than 100 more homes in the Project, no further action is required until an additional 100 residential units (or such additional number of units as the Parties agree by a letter signed by representatives of the Parties) are constructed within the Project. At that time, the Developer shall pay the reasonable costs for and the Town shall perform another well capacity and redundancy evaluation. This process shall continue until one of the following occurs:

3.6.1.1. A Developer-funded Town evaluation concludes that, with the largest then-existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system well out of service, the system has capacity to serve the Project as fully built out. At that point, the Developer shall be relieved of any further obligation to provide capacity improvements to the system.

3.6.1.2. A Developer-funded Town evaluation concludes that, with the largest then-existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system well out of service, system capacity improvements will be required to serve the next 100 residential units. At that point, the number of residential units within the Project shall be capped at the number that, in the Town's reasonable opinion, the system has the peak daily demand capacity to serve unless and until the Developer installs well #2 in accordance with paragraph 3.6.2 below or the Developer provides Town-approved capacity improvements to an existing well in the Town's existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system as necessary to provide production well capacity sufficient to convey and deliver peak daily demand to the Project at its then-projected total maximum development potential.

3.6.2. If the Developer chooses to meet its requirement to provide water system well capacity by installing a second well on the Project (well #2), the Developer may satisfy this requirement by rehabilitating the existing onsite well casing (DWR #55-621850) and installing new electrical and mechanical pumping equipment, or by installing a new production well casing within the Town's then-existing Airline/Lambert/Saguaro Springs/La Puerta del Norte water system with new electrical and mechanical pumping equipment.

3.6.2.1. Well #2 shall meet all of the construction requirements for a potable water production well and shall meet or exceed all of the United States Environmental Protection Agency (EPA) water quality constituent requirements for potable water.

3.6.2.2. The Developer shall comply with Arizona Revised Statutes Title 45, Chapter 2, Article 10, governing well drilling, such as securing permits use of licensed well drillers filing well logs and meeting well standards

3.6.2.3. The Developer shall perform well testing conforming to the American Water Works Association Standards for pump tests and shall conduct water quality testing conforming to the standards of the Arizona Department of Envi-

ronmental Quality (ADEQ) and Pima County Department of Environmental Quality (PCDEQ) for quality certification of new source wells.

3.6.2.4. Well #2 shall be integrated into the Town's SCADA system, including providing instrumentation and control equipment as required to control and monitor the existing well and flow meter remotely.

3.6.2.5. The Developer shall complete the installation of a dedicated well transmission pipeline from well #2 directly to the existing reservoir located adjacent to well #1

3.6.2.6. The Developer shall provide all development plans, permits, fencing, pump testing, sampling, and water quality analysis as necessary to complete the requirements of this subparagraph 3.6.2.

3.7. *Installation of Electricity Sub-Meters.* The Developer shall install electricity sub-meters on the electric panels serving well #1 and well #2 (if it is installed), to measure the electrical usage of each individual well.

3.8. *Fire Hydrant Caps.* The Developer shall install caps on all fire hydrants in the Project.

Article 4. General Provisions Applicable to Future Developer-Installed Water Facilities Installation and Work

4.1. *General.* The Developer shall design and install, at the Developer's expense, all water infrastructure improvements needed to serve future phases of the Project.

4.2. *Specifications.* All Developer-Installed Water Facilities, including those already designed and installed and those to be designed and installed in the future to serve future phases of the Project, shall (i) conform to the design standards of the City of Tucson Water Department and the Town of Marana Utilities Department and special specifications and details as approved by the Town and by this reference made a part of this Agreement, (ii) be sized to serve and be capable of serving the water needs of the maximum authorized development of the Project, and (iii) designate the point of interconnection with the Town's Water System (see paragraph 4.3.1 below).

4.3. *Facility Plan.* The Developer shall submit to the Town, and the Town shall review and approve in accordance with standard Town practices, a Facility Plan for each phase of construction and installation of Developer-Installed Water Facilities.

4.3.1. The Facility Plan shall include a plan note identifying the Developer-Installed Water Facilities as a new water facility and shall designate the point of interconnection with the Town's Water System and show any and all alterations to the then-existing Water System.

4.3.2. The Facility Plan shall be designed and stamped by a registered civil engineer, and shall be reviewed and approved in writing by the Town and the Arizona Department of Environmental Quality or the Pima County Department of Environmental Quality before the Town issues any water facilities construction permits.

4.3.3. The Developer's submission of a Facility Plan constitutes the Developer's certification that it has reviewed the Facility Plan and all other specifications applicable to the Work and has approved and agrees with the location of all service lines.

4.3.4. The Developer shall pay the Town a reasonable review fee, obtain the Town's approval for, and pay any additional construction costs associated with any material changes to a Facility Plan.

4.4. *Materials and Workmanship.* All materials shall be new and both the workmanship and materials shall be of good quality and shall meet the combined specifications and standards of (a) the American Water Works Association, (b) the Arizona Department of Environmental Quality (ADEQ), (c) the Pima County Department of Environmental Quality (PCDEQ), (d) all local regulatory agencies and (e) the Facility Plan. The Developer shall repair, or remove and replace, at the Developer's expense and at the Town's convenience, workmanship or materials which do not meet the described criteria or which prove to be defective at any time within one year from the date of the Town's final acceptance of the Work.

4.5. *Automated Equipment Required.* The Developer shall install, to Town specifications, automated meters, sensors, and other necessary equipment for automated meter reading for all water services on the Property.

4.6. *No obstructions.* No permanent structures (including, without limitation, masonry walls, fences, buildings, etc.) shall be constructed on or through a water easement without the Town's express written consent.

4.7. *Restriction on Service Connections.* No service connections shall be made from the Town's Water System to the Developer-Installed Water Facilities until the Town has accepted them in accordance with Title 14 (Utilities) of the Marana Town Code.

4.8. *Water Meter Requirements.*

4.8.1. The Town shall only accept a meter application if the property to be served by the meter fronts the waterline.

4.8.2. Only one water meter application will be allowed per legal description unless the property owner can provide the Town with plans indicating the type of improvement or development taking place on the land that justifies more than one meter.

4.8.3. If any portion of the property served by a water meter is sold, the owner of the portion of land that fronts the water main shall have all rights associated with the water meter unless other arrangements are made with and approved by the Town of Marana Utilities Department prior to the sale.

4.9. *Engineering, inspection, and correction of defects.*

4.9.1. The Developer shall employ a registered civil engineer to design, lay out, establish control lines for and certify the layout of the Work according to the Facility Plan.

4.9.2. Any inspector authorized by the Town shall have full inspection authority over the Work.

4.9.3. The Developer shall furnish the Town's inspector with access to all facilities reasonably necessary to inspect the Work.

4.9.4. The Work shall be subject to Town inspection at all times.

4.9.5. Defective work shall be corrected in a manner satisfactory to the Town's inspector.

4.9.6. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Developer or any contractor.

4.9.7. If scheduling by the Developer's contractor reasonably requires the Town's inspector to work overtime, the Developer or the Developer's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

4.10. *Preconstruction procedure*

4.10.1. The Developer shall submit a written request to begin construction to the Town five working days before any Work is to commence.

4.10.2. This Agreement shall be completed, signed and notarized, and returned to the Town prior to issuance of a construction permit for any portion of the Work.

4.10.3. No portion of the Work shall begin until the Town has issued a construction permit specifying the starting date and a reasonable time for completion.

4.10.4. The Work shall be commenced and carried on at such points and in such order as may be directed by the Town.

4.10.5. Materials shall be available for sampling and testing by the Town prior to being used in the Work. Materials that fail to meet Town specification shall be removed from the site.

4.10.6. The Developer shall, at the Developer's expense, obtain all necessary permits and licenses for the Work, pay all fees and comply with all laws, ordinances and regulations relating to the Work.

4.11. *Construction*

4.11.1. The Developer, or the Developer's designated agent, shall be present at all times during performance of the Work. The name of the Developer's designated agent and the contractor performing the Work shall be furnished to the Town before

the Work begins. Instructions given by the Town to the designated agent shall be deemed to have been given to the Developer.

4.11.2. All Work shall be performed by a contractor properly licensed by the State of Arizona as determined by the Arizona Registrar of Contractors. In addition to any other contractor's license classifications required by the Arizona Registrar of Contractors, the contractor shall hold contractor's license classifications A, A-12 and A-16.

4.11.3. The Developer shall employ only competent and efficient laborers, mechanics or artisans on the Work, and the Developer agrees to perform the Work diligently to complete the Work on or before the completion date given in the notice to proceed.

4.11.4. The Developer shall identify and locate all water valves prior to paving and set valve boxes to final grade after paving.

4.11.5. The Developer shall, at the Developer's expense, make any and all on-site or off-site alterations to the existing Water System that are made necessary as a result of paving, drainage, or other improvements caused by the development of the Project.

4.11.6. The Developer shall undertake all Work required under this Agreement at its own risk until the Developer-Installed Water Facilities are fully completed and accepted by the Town. If the Work is damaged or destroyed before final completion and acceptance, the Developer shall at its expense promptly repair or replace the Work to the Town's satisfaction.

4.11.7. The Developer shall require all contractors and subcontractors performing any portion of the Work to comply with all safety requirements of the Occupational Safety and Hazards Act as set forth by the Federal Government and as implemented by the State of Arizona. The Developer or its contractors shall be solely responsible for all fines or other penalties provided for by law for any violations of the Occupational Safety Hazards Act.

4.12. *Dedication and Post-Construction Requirements*

4.12.1. Upon the Town's final acceptance of the Work, the Developer shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Developer-Installed Water Facilities free and clear of all liens, claims, charges or encumbrances.

4.12.2. Within 30 days after completion of construction, the Developer shall provide to the Town "as-built" drawings in both handwritten and electronic format, certified as correct by an Arizona registered civil engineer, showing the locations of all water mains, hydrants, valves, and service connections to all structures served from facilities constructed pursuant to this Agreement. The Town may withhold water service to the Developer until this condition is satisfied.

4.12.3. The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of one year from the date of the Town's final acceptance of the Work. The Developer's one-year warranty for Developer-Installed Water Facilities installed before the date of this Agreement shall run from the date of this Agreement.

4.12.4. The Developer shall not construct or allow the construction of any utility, building, or other improvement that would interfere with the operation or maintenance of the Developer-Installed Water Facilities.

4.12.5. The Developer guarantees that all service lines, meters, and meter boxes on the Project will be to finished grade and that the Developer will remain responsible for raising or lowering those services as required until the Project is fully developed.

4.12.6. The Developer shall grant adequate easements or rights-of-way satisfactory to the Town to ensure that customer service connections are accessible by the Town.

4.12.7. The Town shall accept title to and take possession of the Developer-Installed Water Facilities when the Work has been completed to the satisfaction of the Town. Subject to the Developer's continuing obligations under this Agreement, the Town shall operate and service the Developer-Installed Water Facilities after taking over possession of them under this paragraph.

Article 5. Water Service Rights and Obligations

5.1. *Water Rights Transfer.* The Developer shall assign to the Town every portion of its Irrigation or Type 1 Non-irrigation Grandfathered Groundwater Rights or Type II Non-irrigation Groundwater Rights as those are defined by law as may be appurtenant to the Property, and to execute and deliver all forms necessary to effect the transfer of these water rights to the Town concurrently with the assignment.

5.2. *Assured Water Supply Designation.* The Town will provide the State of Arizona Designation of Assured Water Supply status for the Project.

5.3. *Inclusion in the Town's Water Service Area and Right to Receive Water Service.* The Project is located within the Town's water service area boundary. The Project's right to receive water service from the Town in accordance with then-existing federal, state, and local rules and regulations shall survive the termination of this Agreement.

5.4. *Water to Flush Sewer.* To provide adequate circulation and to avoid stagnation of water in the potable system serving the Project, and to facilitate the operation of sewers in the Project, the Town will sell the Developer up to 20,000 gallons of water per day to be used to flush sewers in the Project. The Developer shall pay the Town's standard "multi-family, commercial, industrial, government and irrigation uses" rate for water used pursuant to this paragraph. Before receiving the first delivery of water to flush sewers in the Project, the Developer shall deposit $22,000 with the Marana Utilities De-

partment to cover the estimated cost of water to flush sewers in the Project over the next calendar year. Each month, the Town shall withdraw funds from the account to cover the cost of water deliveries provided pursuant to this paragraph. When a monthly withdrawal causes the account balance to drop below $5,000, the Developer shall promptly deposit funds sufficient to bring the account's balance back to $22,000. At the Town's option, the Town may either cease providing water to flush sewers or may pursue any available remedies against the Developer for failing to maintain the account as required by this paragraph.

5.5. *Water Fees, Rates, and Credits.* The Town shall collect all applicable and adopted fees and charges for each connection made on the Project, including without limitation development impact fees for water adopted by Marana Ordinance No. 2005.25 and those set forth in the comprehensive fee schedule adopted by Marana Ordinance No. 2009.11, as amended. In consideration of Developer's construction of the Developer-Installed Water Facilities as necessary for the Town to provide water service to the Project, the Town shall credit the full amount of the Marana Water System Infrastructure Impact Fees charged pursuant to Section 3 of Marana Ordinance No. 2005.25 (currently $864.00 per five-eighths-inch water meter), as it may be amended from time to time for each initial connection within the Project, subject to and limited by the following:

5.5.1. In no event shall the total amount of credits granted by the Town exceed the total actual costs incurred by the Developer and its predecessors in interest for the design and construction of well, storage, and booster station capacity for the Project. For this purpose, the Parties agree that the total actual costs incurred through the date of this Agreement are $1,450,000. Any actual costs for the design and construction of well, storage and booster station capacity for the Project that are incurred in the future shall be agreed upon in an addendum (i) approved by and containing the signatures of the Marana Utilities Director and Developer's authorized representative, (ii) recorded in the office of the Pima County Recorder, (iii) containing a reference to this subparagraph, and (iv) setting forth the revised cumulative credits available to the Developer under this paragraph.

5.5.2. To the extent the Developer receives credits, the Developer shall not be entitled to reimbursement from the Saguaro Springs Community Facilities District for the cost of the Developer-Installed Water Facilities.

5.5.3. The Developer's right to credits shall automatically apply to any application for water meter for the Project unless, before the meter is installed, the Developer or the party requesting the meter delivers to the Town a written agreement between the Developer and the party requesting the meter, expressly waiving the right to have development impact fee credits applied to that meter.

5.5.4. The Developer's right to credits shall automatically terminate on the 15th anniversary of the Effective Date of this Agreement.

5.6. *Third-Party Connection.* The water system capacity provided by the Developer-Installed Water Facilities is designed and intended only to serve the Project. For maxi-

mum redundancy and reliability, the Town requires interconnection of adjacent water systems. To that end, the Parties anticipate that lands outside the Project will be served by water lines interconnected with the Developer-Installed Water Facilities, but with water system capacity provided by the third-party customer. The Town shall not allow any third-party connection to lands outside the Project that relies on or uses water system capacity provided by the Developer-Installed Water Facilities unless the Developer receives fair-share reimbursement in an amount reasonably approved by the Developer.

Article 6. Miscellaneous

6.1. *Minimum Frontage.* Any property connecting to a water main shall have a minimum of fifteen feet of frontage on that main. A water easement or other utility easement shall not constitute frontage for purposes of this paragraph.

6.2. *Current Fees.* Based on currently-adopted rates and fees, which are subject to change, the total charge for each five-eighths-inch water meter to be installed on the Project is currently anticipated to be $2,691.00, which includes $360.00 for the meter fee, $1,467.00 for the Marana Gravity Storage and Renewable Water Resource Fee, and $864.00 for the Marana Water System Infrastructure Impact Fee.

6.3. *Indemnification and Hold Harmless.* The Developer shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of Developer or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Developer-Installed Water Facilities.

6.4. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

6.5. *Assignment.* The Developer may not assign this Agreement without the prior written consent of the Town.

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

6.7. *Scrutinized Business Operations.* The Developer certifies that it does not have, nor will it for the duration of this Agreement have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391 and A.R.S. § 35-393, respectively.

6.8. *Recording.* This Agreement shall be recorded in the office of the Pima County Recorder within ten days after the date of the last Party's signature on this Agreement.

6.9. *Effective Date.* This Agreement shall be effective on the date it is recorded in the office of the Pima County Recorder.

6.10. *Term.* Except as provided in paragraph 5.3 and subparagraph 5.5.4 above, this Agreement shall terminate on the 25th anniversary of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement with their representatives' respective signatures.

THE TOWN:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

THE OWNER:

MARANA 670 HOLDINGS, LLC, an Arizona limited liability company

By: Grayhawk Holdings Inc., an Arizona corporation, Manager

By: _____

Name: Brian Baehr

Title: VP

TWIN PEAKS DEVELOPMENT:

TWIN PEAKS DEVELOPMENT, INC., an Arizona corporation

By: _____

Name: Clesson E. Hill

Title: V.P.

STATE OF ARIZONA)
) § §
County of Maricopa)

The foregoing instrument was acknowledged before me this 8th day of June, 2012 by Brian Baehr, the Vice President of Grayhawk Holdings Inc., an Arizona corporation, the Manager of MARANA 670 HOLDINGS, LLC, an Arizona limited liability company, on behalf of the LLC.

(Seal)

MELINDA G. WEST
Notary Public, State of Arizona
Maricopa County
My Commission Expires
March 21, 2014

_____
Notary Public

STATE OF ARIZONA)
) § §
County of Maricopa)

The foregoing instrument was acknowledged before me this 8th day of June, 2012 by Clesson Hill, the Vice President of TWIN PEAKS DEVELOPMENT, INC., an Arizona corporation, on behalf of the corporation.

(Seal)

MELINDA G. WEST
Notary Public, State of Arizona
Maricopa County
My Commission Expires
March 21, 2014

Notary Public

LIST OF EXHIBITS

Exhibit A. Legal description of the Property

Exhibit B. Map depiction of the Project

EXHIBIT "A"
(Legal Description)

PARCEL 1:

Blocks 1 through 3, inclusive, Blocks 5 through 7, inclusive, Blocks 9 and 10 and Lots 1 through 9 in Saguaro Springs, as shown on the map recorded in Book 58 of Maps, Page 23, records of Pima County, Arizona;

EXCEPT THEREFROM those parts of said Block 5 to be used for a Park Site and a School Site, described as follows:

PARK SITE:

All that portion of Block 5 of Saguaro Springs, Blocks 1 thru 10 and A thru D and Lots 1 thru 9 and A and B, recorded in Book 58 of Maps and Plats at Page 23 in the office of the County Recorder, Pima County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Block 5;

THENCE along the West line of said Block 5 North 14°24'29" West a distance of 481.02 feet to the beginning of a tangent curve concave to the East having a radius of 30.00 feet and a central angle of 51°43'31";

THENCE continuing along said West line and along the arc of said curve to the right a distance of 27.08 feet to a point of tangency on the Northwest line of said Block 5;

THENCE along said Northwest line North 37°19'02" East a distance of 755.61 feet;

THENCE continuing along said Northwest line North 36°22'30" East a distance of 671.15 feet to the beginning of a tangent curve concave to the South having a radius of 30.00 feet and a central angle of 105°18'35";

THENCE continuing along said block line and the arc of said curve to the right a distance of 55.14 feet to a point of tangency on the Northeast line of said Block 5;

THENCE along said Northeast line South 38°18'55" East a distance of 22.89 feet to a point on a line 60.00 feet Southeast of and parallel with the Northwest line of said Block 5;

THENCE along said parallel line South 36°22'30" West a distance of 694.53 feet;

THENCE continuing along said parallel line South 37°19'02" West a distance of 526.01 feet;

THENCE South 35°13'54" East a distance of 716.33 feet to a point on the South line of said Block 5;

THENCE along said South line South 83°46'13" West a distance of 488.84 feet to the POINT OF BEGINNING.

SCHOOL SITE:

All that portion of Block 5 of Saguaro Springs Blocks 1 thru 10 and A thru D and Lots 1 thru 9 and A and B, recorded in Book 58 of Maps and Plats at Page 23 in the office of the County Recorder, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Block 5;

THENCE along the South line of said Block 5 North 83°46'13" East a distance of 488.84 feet to the POINT OF BEGINNING;

THENCE North 35°13'54" West a distance of 716.33 feet to a point on a line 60.00 feet Southeast of and parallel with the Northwest line of said Block 5;

THENCE along said parallel line North 37°19'02" East a distance of 402.39 feet;

THENCE South 47°17'08" East a distance of 852.35 feet to the East line of said Block 5 being a point on a curve having a radius of 2305.00 feet and to which a radial line bears North 88°23'22" West;

THENCE along said East line of Block 5 and the arc of said curve to the left through a central angle of 06°15'59" a distance of 252.09 feet to a point of reverse curve, having a radius of 25.00 feet and a central angle of 88°25'34";

THENCE continuing along the East line of said Block 5 and arc of said curve a distance of 38.58 feet to a point of tangency on the South line of said Block 5;

THENCE along said South line South 83°46'13" West a distance of 444.07 feet to the POINT OF BEGINNING.

PARCEL 2:

All that portion of Section 13, Township 12 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at a 1 1/2 inch lead capped pipe properly marked and monumenting the Southeast corner of said Section 13;

THENCE along the East line of said Section 13, North 00°08'05" West a distance of 75.00 feet to the POINT OF BEGINNING;

THENCE along a line 75 feet North of and parallel to the South line of said Section 13, South 89°57'50" West, a distance of 1142.34 feet;

THENCE North 38°23'46" East, a distance of 1833.81 feet, to the East line of Section 13 to which a 2" lead capped pipe properly marked and monumenting the West quarter corner of said Section 18 bears North 00°08'05" West, a distance of 1129.31 feet;

THENCE along said East line of Section 13 South 00°08'05" East a distance of 1436.51 feet to the POINT OF BEGINNING.

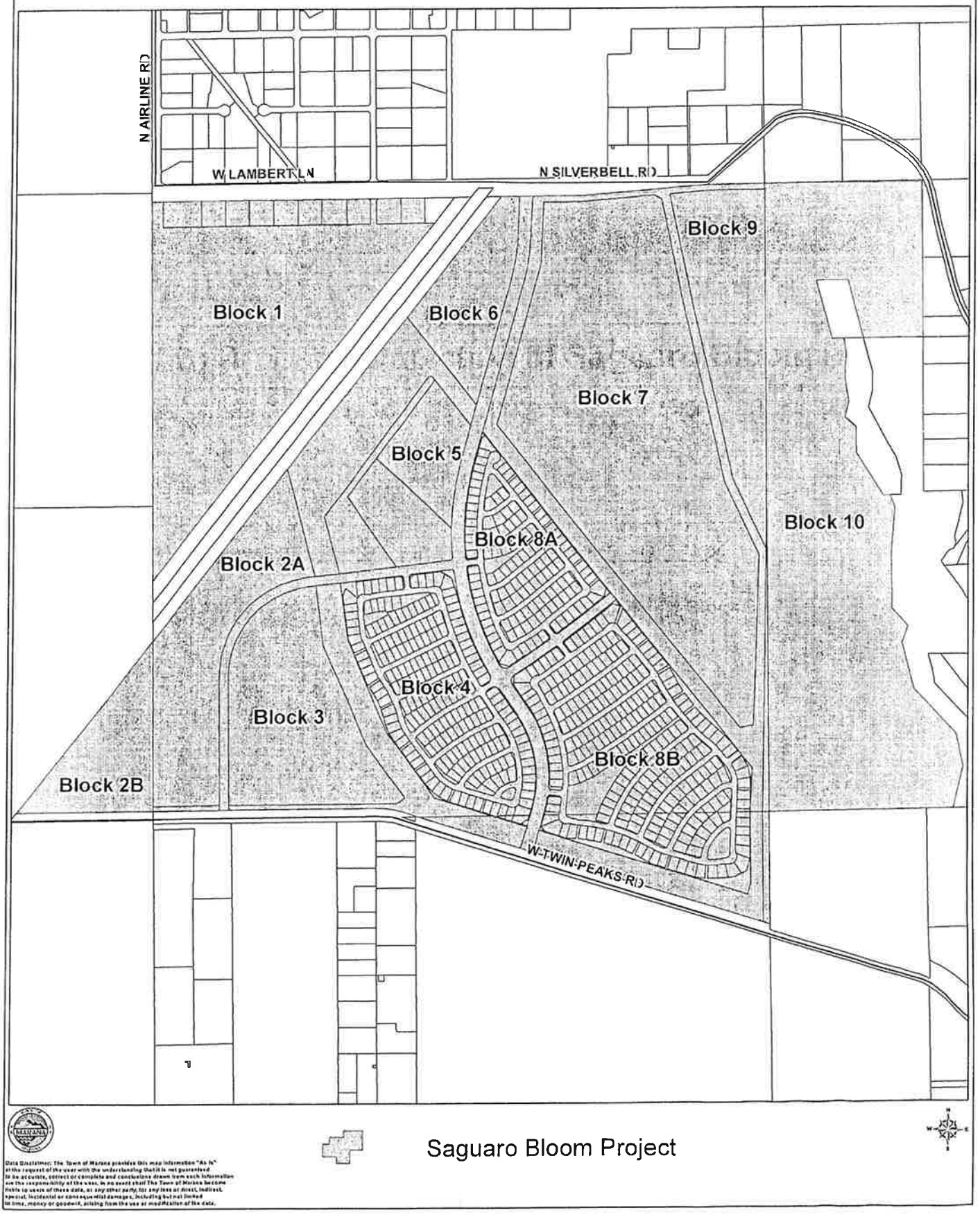
LOTS:

Lots 1 through 130, inclusive, and Common Areas "A" and "B", of Saguaro Springs Block 8A, according to the Plat of Record of Saguaro Springs Block 8A, according to the Plat of Record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 62 of Maps, Page 7.

Lots 131 through 399, inclusive, and Common Areas "A" and "B", according to the Plat of Record of Saguaro Springs Block 8B, according to the Plat of Record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 62 of Maps, Page 8.

Lots 400 through 611, inclusive, and Common Areas "A" and "B", according to the Plat of Record of Saguaro Springs Block 4, according to the Plat of Record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 62 of Maps, Page 6.

Exhibit B: Property Depiction of Saguaro Bloom Project



Council-Regular Meeting **D2**

Meeting Date: 06/20/2023

To: Mayor and Council

From: Jason Angell, Development Services Director

Date: June 20, 2023

Strategic Plan Focus Area:
Cherished Heritage

Strategic Plan Focus Area Additional Info:
One of the goals of Strategic Plan 5 is to "Embed heritage in policy and planning to ensure continued preservation of Marana's Heritage." To help accomplish this goal, one of the adopted strategies is to "Expand current art policy to require the integration of public art into public and private development projects that captures Marana's heritage."

Subject: Relating to Development; review, discussion, and possible direction regarding the proposed Town of Marana Public Art Policy (Jason Angell)

Discussion:
As part of the Council retreat in March 2023, staff presented a draft Public Art Policy for Council consideration. Based upon the feedback received during the retreat, staff made updates to the draft policy to incorporate the requested changes suggested by the Council. The changes that have been made since our March discussion include the following: added definitions; further defined which projects the policy would apply to; established a rate of 1% of building permit valuation for commercial, office and multi-family uses and 0.5% of building permit valuation for industrial uses; and established a maximum contribution for any one private development project of $150,000.

The attached policy was crafted by looking at what other communities are doing within our region, as well as throughout the state and in other parts of the country. In comparing how other communities approach and implement their public art programs, staff feels the attached policy is comparable to the approach that other communities are taking, while also unique in that it allows Marana to display public art throughout the

community, which will strengthen Marana's identity, spirit, and pride.

Staff Recommendation:

If the Council finds the attached policy to be acceptable, staff will begin the process to amend the adopted fee schedule to add the necessary fee. Given the notice requirements that are necessary to amend the fee schedule, staff will target a September 2023 meeting for final adoption of the policy and approval of the fee schedule changes.

Suggested Motion:

Council's discretion.

Attachments

Art Policy

Title:	Town of Marana Public Art Policy
Effective Date:	[Date, 2023]
Type of Action:	Approved by Council Resolution No. 2023-xxx

Purpose

The purposes of the Town of Marana Public Art Policy are to:

- Identify community beautification opportunities that will strengthen Marana's identity, spirit, and pride;
- Establish a Marana Public Art Fund;
- Establish a Marana Public Art Review Committee;
- Provide direction for the selection of high-quality public art.

Definitions

1. **Development Project:** A project involving the issuance of a permit for construction or reconstruction, but not a permit to operate.

2. **Marana Public Art Fund:** Either a separate account within the Town's General Fund or a separate book or ledger entry designation for funding public art on Town owned property or Town Capital Improvement Projects.

3. **Public Art:** Artistic creations of a professional artist within a public space or spaces. The artwork is typically large scale and may include sculpture, mosaic, painting, ceramic, video, photography, works of light, integrated artist designed land works, aesthetic landscaping and monuments, and other works determined by the Town to meet the requirements of the project.

4. **Tenant Improvements:** The customized alterations a building owner makes to rental space as part of a lease agreement, in order to configure the space for the needs of that particular tenant. For the purpose of this policy, tenant improvements shall exclude general maintenance and repair.

Marana Public Art Fund

The Marana Public Art Fund is established and dedicated to funding high-quality public art installations, and maintenance, throughout the Marana community. Contributions to the Fund shall be collected from private developments and Town of Marana Capital Improvement Projects. Decisions on how to allocate the funds shall be made by the Marana Public Art Review Committee.

Marana Public Art Review Committee

The Marana Public Art Review Committee shall designate locations for public art installation and review design proposals according to the Marana Public Art Design Principles.

The Marana Public Art Review Committee shall consist of the Town of Marana's Public Works Director, Town Engineer, Development Services Director, Communications Manager, Parks & Recreation Director, and two members of the local art community.

Private Development Contributions

Any development project that meets the following conditions shall contribute to the Marana Public Art Fund in the form of a cash donation:

- New construction of a project containing 10,000 square feet or more net floor area of any commercial, industrial, or office use within any zoning district; or
- Phased projects with one or more buildings that contain a total of 10,000 square feet or more net floor area of commercial, industrial, or office use within any zoning district;
- New construction of any multi-family development site consisting of 50 or more units;
- Tenant improvements of 10,000 square feet or more net floor area of any commercial, industrial, or office use within any zoning district.

Commercial, office, and multi-family uses shall contribute 1% of the building permit valuation to the Fund. Industrial uses shall contribute 0.5% of the building permit valuation to the Fund. The contribution shall be collected at the time of the building permit issuance. If a development consists of multiple buildings, the property owners(s) shall contribute the appropriate amount with each building permit pulled.

Where a building shell is constructed and tenant improvements are done separately, the building shell will be charged 50% of the applicable contribution requirement and tenant improvements will be charged the remaining 50%.

Maximum Contribution

The maximum contribution for any one private development project shall be $150,000.

Town of Marana Capital Improvement Projects Contributions

All Town of Marana Capital Improvement Projects (CIP) with an estimated budget of $500,000 or more shall include 1% of the total project cost as a contribution to the Marana Public Art Fund. The Town Engineer will assure that this 1% cost is added to the project's total budget.

All or a portion of the contributions derived from the Marana Capital Improvement Project may fund artwork for the specific CIP project, or the balance of the funds may be deposited into the Marana Public Art Fund.

Waiver: The Town Manager may waive the public art contribution requirement for projects that are determined to be solely maintenance obligations. Any waiver shall be made in writing and sent to Development Services to be placed in the project permit file.

Designated Public Art Locations

The Marana Public Art Review Committee shall identify locations for public art installations throughout the community. A list of locations, and priority ranking, will be presented to the Town Council for approval. The list of locations and priority ranking shall be updated as new facilities are accepted or as priorities change.

Each installation shall allow for unrestricted viewing from a variety of vantage points. To assure the general public has access, installations shall be within or adjacent to public parks, trails, or other publicly-owned property that is easily accessible and clearly visible to the general public.

Public art installations shall not be located in a proposed or existing Town right-of-way unless the public art installation is intended to be part of a Capital Improvement Project, or as approved by the Town Engineer.

Marana Public Art Design Principles

The committee will use the following design principles in considering conceptual art proposals.

1. *Design.* Artwork should incorporate aspects of Marana's natural and cultural heritage and should be a "uniquely Marana" piece.
2. *Quality.* Artwork demonstrates originality, artistic quality, and excellence in design and artisanship, demonstrated through renderings, explanation of construction, materials, and artist resume.
3. *Community Relevance.* Artwork is appropriate in scale, material, form, and content for the immediate and general social, economic, and physical environments with which it is to relate.
4. *Durability.* Artwork demonstrates structural and surface integrity and permanence; material provides protection against theft, vandalism, weathering, and excessive maintenance and repair costs.
5. *Safety.* Artwork does not present a hazard or create unsafe conditions.
6. *Diversity.* Artwork contributes to a diversity of style, scale, media, artists, community values, and forms of expression within the Town.
7. *Visibility.* Artwork is visible and accessible for the purposes of public enjoyment and security, considering pedestrian and vehicular traffic, lighting, active hours on site, future development, and vegetation growth.
8. *Feasibility.* Artwork is likely to be successfully completed based on the project budget, timeline, artist's experience, soundness of materials, and any other relevant factors.

Council-Regular Meeting **D3**

Meeting Date: 06/20/2023

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: June 20, 2023

Strategic Plan Focus Area:
Thriving Commerce, Vibrant Community, Cherished Heritage, Proactive Public Services, Recreation, Healthy Lifestyles

Subject: PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2023-2024 final budget (Yiannis Kalaitzidis)

Discussion:
On May 16, 2023, Mayor and Council adopted a tentative budget for fiscal year 2023-2024. In adopting the tentative budget, Mayor and Council established the expenditure limitation for the Town for the fiscal year.

This public hearing is the last formal step in the budgeting process prior to adopting the final budget. After receiving public input, Mayor and Council will be asked at a special meeting immediately following the regular Council meeting to consider adopting a final budget that shall not exceed $336,261,198.

No changes were made to the budget after adoption of the Tentative Budget.

The fiscal year 2023-2024 budget is structurally balanced with ongoing revenues covering ongoing expenditures. The current year budget includes $5.0 million of General Fund contingency funding.

The following highlights certain items included in the proposed final budget:

Authorized Positions
Including position adjustments made during the current fiscal year, staffing increased 14.5 FTE from 429.6 positions in FY 2023 to 444.1 in FY 2024. Positions were added to a

variety of departments, including police, parks & recreation, public works, finance, human resources, development services, and water.

The fiscal year 2023-2024 budget provides for performance pay adjustments up to 4%. The Town will also be increasing the minimum and maximum salary ranges within each paygrade by 2% in fiscal year 2024. Employees eligible for the Team Performance Pay adjustment will receive no more than 4% within their newly adjusted paygrade, not to exceed the new maximum of their paygrade. These actions will align the Town's pay structure with market conditions. The fiscal year 2023-2024 schedule of salaries is attached. This schedule might undergo further minor revisions as the Human Resources department is still in the process of determining the appropriate grade and class for some of the new positions. That determination, which has no impact on the pay ranges presented, will be completed prior to the recruitment of those positions.

Staff has included the official budget forms required by the State of Arizona's Auditor General's office (Exhibit A) as published for tonight's public hearing.

Upon adoption of the final budget, staff will publish and distribute to Council and department heads a budget document that provides more detailed information. Additionally, this published budget will be submitted to the Government Finance Officers Association for consideration of the Distinguished Budget Presentation Award.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	Y
Amount:	$336,261,198

The final budget amount of $336,261,198 is the same as the tentative budget amount approved on May 16, 2023. There were no adjustments between tentative and final budget.

Staff Recommendation:

None, public hearing on the budget only.

Suggested Motion:

No motion is necessary.

Attachments

FY2024 Budget Presentation

Exhibit A - 2023-2024 Final Budget Auditor General Schedules

5 year CIP Plan

FY 23/24 FINAL BUDGET

MARANA AZ



Yiannis Kalaitzidis, Finance Director
6/20/2023

FY2024 Budget Timeline

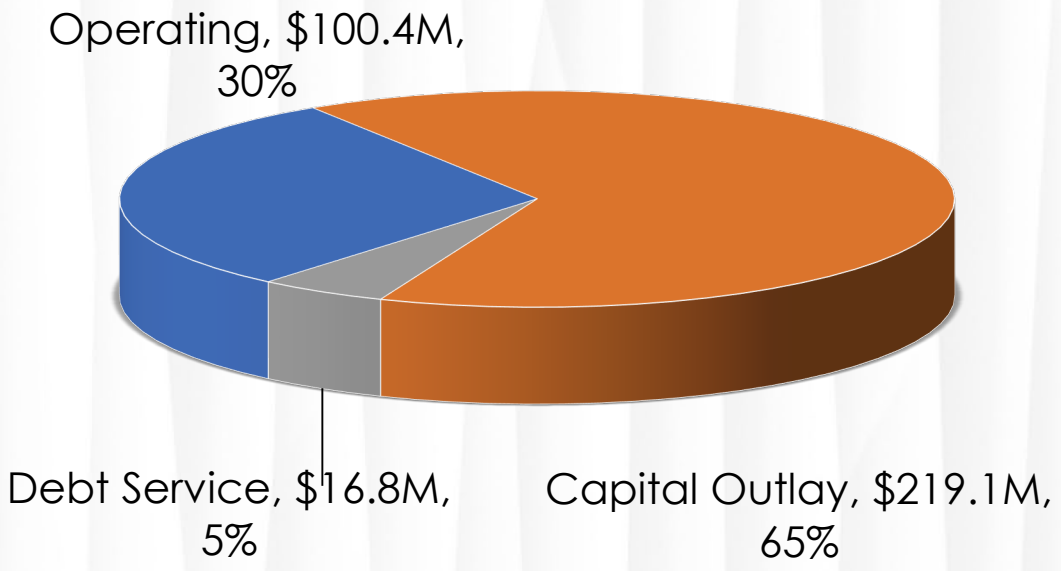
- January – Presented preliminary revenue outlook for FY2024 and solicited Council and public feedback
- March – Presented initial 5 year Capital Improvement Plan for consideration and feedback
- April – Presented Manager's recommended comprehensive budget for consideration and additional feedback
- May – Presented and adopted Tentative Budget during public hearing which set overall expenditure limitation for Town
- June – Adoption of Final Budget for Fiscal Year 2023-2024

F/Y 2024 Budget
Expenditure Summary

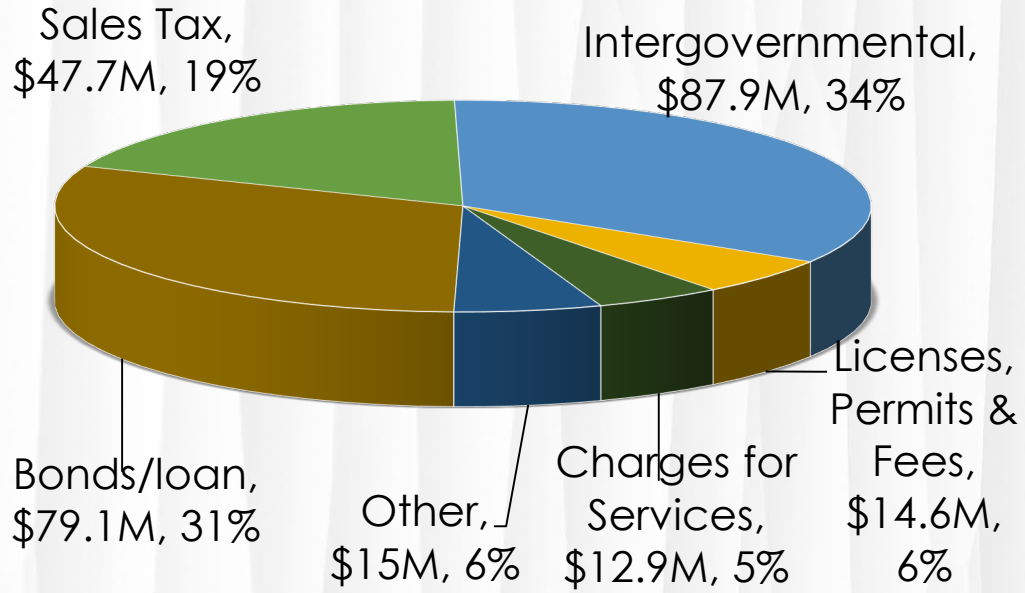
Primary Entity	F/Y 2023 Adopted	F/Y 2024 Tentative	$ Change	% Change
General Fund	$ 73,268,176	$ 77,026,555	$ 3,758,379	5.1%
Special Revenue Funds	10,487,968	13,051,469	2,563,501	24.4%
Capital Projects Funds	69,992,530	154,097,667	84,105,137	120.2%
Debt Service Funds	6,405,137	6,247,451	(157,686)	-2.5%
Enterprise Funds	56,594,941	69,386,635	12,791,694	22.6%
Internal Service Funds	5,289,950	5,696,168	406,218	7.7%
Primary entity	222,038,702	325,505,945	103,467,243	46.6%
Component Units				
Special Districts	11,454,435	10,755,253	(699,182)	-6.1%
Total	**$ 233,493,137**	**$ 336,261,198**	**$ 102,768,061**	**44.0%**

Fiscal year 2023-2024 Overview Summary

Expenditure by Category
$336.3 Million



Revenues
$257.2 Million



DISCUSSION

THANK YOU

MARANA AZ



Town of Marana

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Fiscal year 2024

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Town of Marana
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2024

Fiscal year		Sch		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2023	Adopted/adjusted budgeted expenditures/expenses*	E	1	73,268,176	10,487,968	16,411,822	71,440,280	0	56,594,941	5,289,950	233,493,137
2023	Actual expenditures/expenses**	E	2	60,919,029	7,398,556	16,498,922	14,671,543	0	19,485,826	5,704,772	124,678,648
2024	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	93,588,862	11,530,105	7,302,986	58,624,223	0	34,203,719	2,169,738	207,419,633
2024	Primary property tax levy	B	4	0							0
2024	Secondary property tax levy	B	5			2,174,869	260,625				2,435,494
2024	Estimated revenues other than property taxes	C	6	69,786,496	9,943,033	2,207,059	59,846,142	0	28,202,379	5,696,168	175,681,277
2024	Other financing sources	D	7	0	0	4,850,000	53,000,000	0	21,273,043	0	79,123,043
2024	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2024	Interfund transfers in	D	9	0	100,000	6,360,436	100,000	0	8,169,474	0	14,729,910
2024	Interfund Transfers (out)	D	10	4,516,981	0	0	2,083,950	0	8,128,979	0	14,729,910
2024	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability			17,446,624							17,446,624
	Maintained for future retirement contributions										0
											0
2024	Total financial resources available		12	141,411,753	21,573,138	22,895,350	169,747,040	0	83,719,636	7,865,906	447,212,823
2024	Budgeted expenditures/expenses	E	13	77,026,555	13,051,469	15,356,954	155,743,417	0	69,386,635	5,696,168	336,261,198

	Expenditure limitation comparison	2023	2024
1	Budgeted expenditures/expenses	$ 233,493,137	$ 336,261,198
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	233,493,137	336,261,198
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 233,493,137	$ 336,261,198
6	EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Marana
Tax levy and tax rate information
Fiscal year 2024

	2023	2024
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
Property tax judgment		
B. Secondary property taxes	2,086,010	2,435,494
Property tax judgment		
C. Total property tax levy amounts	$ 2,086,010	$ 2,435,494
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total primary property taxes	$	
B. Secondary property taxes		
(1) **Current** year's levy	$ 2,054,993	
(2) Prior years' levies	13,676	
(3) Total secondary property taxes	$ 2,068,669	
C. Total property taxes collected	$ 2,068,669	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
Property tax judgment		
(2) Secondary property tax rate	2.8000	2.8000
Property tax judgment		
(3) Total city/town tax rate	2.8000	2.8000

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating three special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Marana
Revenues other than property taxes
Fiscal Year 2024

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
General Fund			
Local taxes			
Sales taxes	$ 36,215,052	$ 41,886,312	$ 35,123,831
Licenses and permits			
Building and development fees	7,526,500	6,058,249	3,516,000
Business and license fees	145,000	146,592	145,000
Animal fees	86,500	75,285	81,500
Franchise fees	575,000	595,168	575,000
Host fees	300,000	314,919	300,000
Intergovernmental			
State shared sales taxes	7,429,849	8,048,317	8,263,841
Urban revenue sharing	10,018,695	10,413,667	14,720,978
Auto lieu	2,700,192	2,784,318	2,960,801
Federal - ARPA	8,187,523		
Charges for services			
Charges for services	807,000	812,234	823,000
Fines and forfeits			
Court fines and fees	391,500	332,395	389,500
Interest on investments			
Interest	150,000	4,280,344	2,000,000
Contributions			
Voluntary contributions	154,100	271,199	146,100
Miscellaneous			
Other miscellaneous	626,871	560,411	740,945
Total General Fund	$ 75,313,782	$ 76,579,410	$ 69,786,496

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Special revenue funds

Community development block grants	$ 180,000	$ 65,380	$ 260,000
Affordable housing revolving	10,000	12,927	2,000
Other grants and contributions	3,057,149	1,571,826	3,057,149
RICO	20,000	16,171	20,000
	$ 3,267,149	$ 1,666,304	$ 3,339,149
Impound	$ 16,000	$ 11,700	$ 11,600
Bed tax	1,338,158	1,833,725	1,450,000
Local JCEF	8,000	6,468	8,000
Fill the GAP	4,500	2,676	4,500
	$ 1,366,658	$ 1,854,569	$ 1,474,100
Local technology enhancement	$ 50,000	$ 29,756	$ 50,000
Highway user revenue	4,807,629	4,985,520	5,079,784
	$ 4,857,629	$ 5,015,276	$ 5,129,784
Total special revenue funds	$ 9,491,436	$ 8,536,149	$ 9,943,033

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Marana
Revenues other than property taxes
Fiscal Year 2024

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
Debt service funds			
Tangerine farms road improvement district	$ 2,020,059	$ 2,014,725	$ 2,020,059
Gladden farms CFD debt			
Gladden farms II CFD debt			187,000
Saguaro springs CFD debt			
	$ 2,020,059	$ 2,014,725	$ 2,207,059
Total debt service funds	$ 2,020,059	$ 2,014,725	$ 2,207,059
Capital projects funds			
Transportation	$ 6,800,000	$ 13,933,279	$ 4,200,000
Half cent sales tax	6,000,000	7,480,472	6,561,367
Impact fee funds	3,329,780	5,197,898	1,545,684
Other capital projects	8,538,533	1,574,757	23,878,438
	$ 24,668,313	$ 28,186,406	$ 36,185,489
Downtown reinvestment	$ 228,500	$ 504,395	$ 456,500
Regional transportation authority	7,300,000	39,073	13,431,903
Pima association of governments	757,751		9,772,250
	$ 8,286,251	$ 543,468	$ 23,660,653
Total capital projects funds	$ 32,954,564	$ 28,729,874	$ 59,846,142

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Permanent funds			
	$	$	$
Total permanent funds	$	$	$
Enterprise funds			
Water utility	$ 18,364,741	$ 14,866,424	$ 15,145,285
Airport	5,385,568	1,711,679	7,376,814
Water reclamation utility	7,003,340	5,736,248	5,680,280
	$ 30,753,649	$ 22,314,351	$ 28,202,379
Total enterprise funds	$ 30,753,649	$ 22,314,351	$ 28,202,379

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Internal service funds			
Health benefits	$ 4,937,950	$ 5,173,850	$ 5,344,168
Dental benefits	352,000	334,485	352,000
	$ 5,289,950	$ 5,508,335	$ 5,696,168
Total internal service funds	$ 5,289,950	$ 5,508,335	$ 5,696,168
Total all funds	$ 155,823,440	$ 143,682,844	$ 175,681,277

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Marana
Other financing sources/(uses) and interfund transfers
Fiscal year 2024

Fund	Other financing 2024 Sources	Other financing 2024 (Uses)	Interfund transfers 2024 In	Interfund transfers 2024 (Out)
General Fund				
Other grants and contributions	$	$	$	$ 100,000
2013 debt service				1,259,000
2014 debt service				663,436
2017 debt service				547,300
Airport				960,871
Water utility				986,374
Water reclamation utility				
Total General Fund	$	$	$	$ 4,516,981
Special revenue funds				
Other grants and contibutions	$	$	$ 100,000	$
Total special revenue funds	$	$	$ 100,000	$
Debt service funds				
2013 debt service	$	$	$ 3,065,750	$
2014 debt service			663,436	
2017 debt service			2,631,250	
Saguaro springs CFD	4,850,000			
Total debt service funds	$ 4,850,000	$	$ 6,360,436	$
Capital projects funds				
Transportation	$	$	$ 100,000	$ 860,419
Impact fees				1,223,531
Half cent sales tax	53,000,000			
Total capital projects funds	$ 53,000,000	$	$ 100,000	$ 2,083,950
Permanent funds				
	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
Airport	$	$	$ 960,871	$
Water utility	21,273,043		4,361,958	4,683,494
Water reclamation utility			2,846,645	3,445,485
Total enterprise funds	$ 21,273,043	$	$ 8,169,474	$ 8,128,979
Internal service funds				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
Total all funds	$ 79,123,043	$	$ 14,729,910	$ 14,729,910

Town of Marana
Expenditures/expenses by fund
Fiscal year 2024

Fund/Department	Adopted budgeted expenditures/ expenses 2023	Expenditure/ expense adjustments approved 2023	Actual expenditures/ expenses* 2023	Budgeted expenditures/ expenses 2024
General Fund				
Non-departmental	$ 3,554,741	$	$ 3,385,323	$ 3,925,801
Mayor and council	365,991		328,155	387,745
Town manager	1,794,483	105,000	1,685,579	1,600,517
Town clerk	643,116		485,757	570,215
Human resources	1,373,076	192,369	1,370,489	1,772,626
Finance	2,040,118	(192,369)	1,597,598	1,898,127
Legal	1,204,385		1,099,835	1,244,565
Technology services	4,405,011	750,000	3,737,928	5,889,155
Economic development and tourism	315,461		316,355	326,774
Development services	4,365,603	(105,000)	3,447,759	4,559,388
Police	24,274,975	585,000	24,044,729	21,631,429
Courts	1,248,115		1,191,566	1,326,710
Public works	7,075,536	190,000	5,780,957	8,354,401
Parks and recreation	7,158,378	(160,000)	6,503,273	7,593,941
Community development	1,302,824		1,326,943	1,319,486
Capital outlay	7,146,363		4,616,783	9,625,675
Contingency	5,000,000	(1,365,000)		5,000,000
Total General Fund	$ 73,268,176	$	$ 60,919,029	$ 77,026,555
Special revenue funds				
Highway user revenue	$ 5,358,694	$	$ 4,355,081	$ 6,765,028
Revolving affordable housing	87,435		2,593	105,000
Local JCEF	131,805		3,831	131,805
Fill the GAP	34,500			34,500
Local technology	78,000		22,583	78,000
Community development block grants	180,000		65,380	260,000
Bed tax	1,338,158		1,153,620	1,950,000
Other grants and contributions	3,157,149		1,736,164	3,580,336
RICO	87,500		38,177	121,800
Impound fees	34,727		21,127	25,000
Total special revenue funds	$ 10,487,968	$	$ 7,398,556	$ 13,051,469
Debt service funds				
Series 2013 debt	$ 3,030,300	$	$ 3,030,300	$ 3,016,125
Series 2014 debt	794,337		794,337	651,201
Series 2017 debt	2,580,500		2,580,500	2,580,125
Tangerine farms ID debt	2,020,059		2,068,231	2,333,819
Gladden farms CFD debt	779,357		780,006	777,557
Galdden farms, Phase II CFD debt	6,532,494		6,607,998	608,477
Saguaro springs CFD debt	674,775		637,550	5,389,650
Total debt service funds	$ 16,411,822	$	$ 16,498,922	$ 15,356,954

Town of Marana
Expenditures/expenses by fund
Fiscal year 2024

Fund/Department	Adopted budgeted expenditures/ expenses 2023	Expenditure/ expense adjustments approved 2023	Actual expenditures/ expenses* 2023	Budgeted expenditures/ expenses 2024
Capital projects funds				
Transportation	$ 26,104,856	$	$ 7,983,773	$ 28,793,914
Impact fee funds	14,370,041		1,178,341	13,359,676
Other capital projects	8,821,182	600,000	1,245,130	25,144,227
Downtown reinvestment	638,700		45,941	425,000
Pima association of governments	757,751			9,772,250
Regional tranportation authority	7,300,000	(600,000)	39,073	13,431,903
Half cent sale tax fund	12,000,000		4,175,010	63,170,697
Gladden farms CFD	1,028,500		1,500	1,128,500
Galdden farms, Phase II CFD	54,750		1,375	52,750
Saguaro springs CFD	364,500		1,400	464,500
Total capital projects funds	$ 71,440,280	$	$ 14,671,543	$ 155,743,417
Permanent funds				
	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
Water utility	$ 37,378,527	$	$ 13,930,527	$ 39,059,108
Airport	6,170,859		1,788,571	8,337,685
Water reclamation utility	13,045,555		3,766,728	21,989,842
Total enterprise funds	$ 56,594,941	$	$ 19,485,826	$ 69,386,635
Internal service funds				
Health benefits	$ 4,937,950	$	$ 5,433,218	$ 5,344,168
Dental benefits	352,000		271,554	352,000
Total internal service funds	$ 5,289,950	$	$ 5,704,772	$ 5,696,168
Total all funds	$ 233,493,137	$	$ 124,678,648	$ 336,261,198

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Marana
Expenditures/expenses by department
Fiscal year 2024

Department/Fund	Adopted budgeted expenditures/ expenses 2023	Expenditure/ expense adjustments approved 2023	Actual expenditures/ expenses* 2023	Budgeted expenditures/ expenses 2024
Economic development and tourism				
General fund	$ 315,461	$	$ 316,355	$ 326,774
Bed tax fund	561,333		376,795	1,139,816
Department total	$ 876,794	$	$ 693,150	$ 1,466,590
List department: Police:				
General fund	$ 25,308,683	$	$ 24,044,729	$ 22,530,049
Grants and contributions	1,768,456		1,636,164	1,190,336
RICO	87,500		38,177	121,800
Impound fees	34,727		21,127	25,000
Department total	$ 27,199,366	$	$ 25,740,197	$ 23,867,185
List department: Court:				
General fund	$ 1,248,115	$	$ 1,191,566	$ 1,326,710
Local JCEF	131,805		3,831	131,805
Fill the GAP	34,500			34,500
Local tech enhancement	78,000		22,583	78,000
Department total	$ 1,492,420	$	$ 1,217,980	$ 1,571,015
List department: Public works:				
General fund	$ 9,927,376	$	$ 5,780,957	$ 11,314,661
Highway user revenue fund	4,834,644		3,802,412	6,162,888
Department total	$ 14,762,020	$	$ 9,583,369	$ 17,477,549
List department: Parks and recreation:				
General fund	$ 8,390,053	$	$ 6,503,273	$ 8,617,693
Highway user revenue fund	524,050		552,669	482,150
Department total	$ 8,914,103	$	$ 7,055,942	$ 9,099,843
List department: Community development:				
General fund	$ 1,302,824	$	$ 1,326,943	$ 1,319,486
CDBG	180,000		65,380	260,000
Revolving affordable housing	87,435		2,593	105,000
Department total	$ 1,570,259	$	$ 1,394,916	$ 1,684,486

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Marana
Full-time employees and personnel compensation
Fiscal year 2024

Fund	Full-time equivalent (FTE) 2024	Employee salaries and hourly costs 2024	Retirement costs 2024	Healthcare costs 2024	Other benefit costs 2024	Total estimated personnel compensation 2024
General Fund	395.60	$ 29,188,786	$ 6,723,799	$ 5,213,369	$ 2,975,946	$ 44,101,900
Special revenue funds						
Bed tax	1.50	$ 114,993	$ 13,887	$ 23,988	$ 9,085	$ 161,953
Total special revenue funds	1.50	$ 114,993	$ 13,887	$ 23,988	$ 9,085	$ 161,953
Enterprise funds						
Water utility	35.00	$ 2,564,026	$ 302,262	$ 445,001	$ 232,772	$ 3,544,061
Airport	4.00	216,811	25,277	55,525	26,749	324,362
Water reclamation utility	8.00	550,294	61,307	115,201	54,142	780,944
Total enterprise funds	47.00	$ 3,331,131	$ 388,846	$ 615,727	$ 313,663	$ 4,649,367
Total all funds	444.10	$ 32,634,910	$ 7,126,532	$ 5,853,084	$ 3,298,694	$ 48,913,220

FISCAL YEAR 2023-2024
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PLAN

Project Name	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Grand Total
ADA Compliance Program	400,000	200,000	200,000			800,000
Adonis Road Extension Phase 2	2,600,000					2,600,000
Airport Control Tower, Construction		12,000,000				12,000,000
Airport Control Tower, Design	1,300,000					1,300,000
Airport Control Tower, Ea	301,000					301,000
Airport Control Tower, Siting Study	44,990					44,990
Airport Drainage Study	400,000					400,000
Airport NW Well Rehabilatation				140,000		140,000
Airport Security Fence	323,962					323,962
Airport Southeast Well Site Upgrade		75,000	600,000			675,000
Avra Valley Rd, Overlay, FY2024	2,000,000					2,000,000
AWOS Replacement	61,105					61,105
Barnett Channel, Tang Farms ConArch	1,188,000					1,188,000
B-Zone Booster and Transmission Line			381,002	4,032,276		4,413,278
B-Zone Reservoir			65,250	552,450		617,700
CAP Subcontract - NIA Reallocation	215,500	215,500	215,500			646,500
Civic Center Dr, Electrical Improvements	36,244					36,244
Continental Reserve 24-inch Tie-in	2,386,984	501,085				2,888,069
C-Zone Booster			192,188	1,627,187		1,819,375
Dove Mountain Bl-Moore Rd Signal, North	740,250					740,250
East Apron Reconstruction Ph-1, Construct	2,055,000					2,055,000
East Apron Reconstruction Ph-1, Design	22,163					22,163
East Apron Reconstruction Ph-2, Construct	2,250,000					2,250,000
East Tangerine, Segment 1 Pipeline, Upsizing	2,508,431					2,508,431
El Rio Disc Golf	257,695					257,695
El Rio Preserve Expansion	455,770					455,770
El Rio Recreation Area Parking Lot	26,557					26,557
Gladden Farms Baseball Fields	1,162,654					1,162,654
Hartman Booster Station Electrical Upgrade		220,000				220,000
Heritage Park Water Plant	315,741		2,506,191	2,506,191		5,328,123
Honea East Well Upgrade		193,675				193,675
Honea Heights Emergency Sewer Program	75,000	75,000	75,000	75,000	75,000	375,000
Honea Heights Park, East	200,000	850,000				1,050,000

FISCAL YEAR 2023-2024
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PLAN

Project Name	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Grand Total
Integrated Water Resources Plan and DAWS	222,183					222,183
Land Acquisition of State Land		323,962				323,962
LED Street Lighting AZ Pavilions North				319,000		319,000
LED Street Lighting AZ Pavilions South				230,000		230,000
LED Street Lighting Near Crossroads Park	34,903					34,903
LED Street Lighting, Business Park Dr				420,000		420,000
Lon Adams Rd, Reconstruction	5,785,498					5,785,498
Mandarina Community Park		700,000				700,000
Marana Community Center and Aquatic Complex	60,670,697					60,670,697
Marana Estates Improvements	200,000	200,000	200,000	200,000	200,000	1,000,000
Marana Park Reservoir	4,364,914					4,364,914
Marana Park Well	1,206,980					1,206,980
Marana Park Well, Booster, Electric Upgrade	220,000					220,000
Marana Public Safety Facility	514,289					514,289
Marana Rd Traffic Interchange		6,600,000				6,600,000
Marana WRF, Screw Press 2	1,873,601					1,873,601
MMC Drainage Improvements	34,454					34,454
MMC Fiber Optic Upgrade	100,000					100,000
MMC Generator Upgrade	2,100,750					2,100,750
MMC HVAC Mechanical Systems Upgrade	100,000	1,000,000				1,100,000
MMC Interior Lighting Improvements	258,000					258,000
MMC Reception Remodel	200,000					200,000
MOC Fleet Warehouse Roof, HVAC, Replacement	500,000					500,000
MOC Generator Replacement	600,000					600,000
MOC Parking Lot Reconstruction	150,000					150,000
MOC Security Walls, New Entry Gate	499,087					499,087
Moore Rd Rehabilitation, Sanders Rd to I-10		700,000				700,000
Moore Rd Rehabilitation, East and West of Dove Mtn	220,000					220,000
New Renewable Water Resource Acquisition	8,889,500					8,889,500
North Marana Drainage Improvements	152,070					152,070
North Marana Pavement Rehab Phase 2		550,000				550,000
North Marana Sewer Interceptor	14,996,940					14,996,940
NW Recharge, Recovery, and Delivery System	4,281,904	7,509,530	3,642,612			15,434,046

FISCAL YEAR 2023-2024
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PLAN

Project Name	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Grand Total
Ora Mae Harn Park Facility Expansion				400,000		400,000
Oshrin Line Replacement	223,620	140,000				363,620
Oshrin Well Rehabilatation		140,000				140,000
Palo Verde Well Rehabilatation			140,000			140,000
Picture Rocks Interconnect	183,563	1,370,000				1,553,563
Pines Settlement Repair, FY2022	20,000					20,000
Pines Settlement Repair, FY2023	435,229					435,229
Pioneer Well Electrical Upgrade				220,000		220,000
Recharge Basins Phase II		400,476	3,604,290			4,004,766
Rillito Vista Lift Station Upgrade	137,575	1,000,000				1,137,575
RWY 30 Safety Mitigate Project, EA				150,000		150,000
RWY 3-21, TWY-B, Hang-6, Reconstruct, Construction				6,000,000		6,000,000
RWY 3-21, TWY-B, Hang-6, Reconstruct, Design			647,924			647,924
RWY 3-21, TWY-B, Hang-6, Reconstruct, EA			480,000			480,000
Saguaro Bloom Community Park, Phase 2	350,000		2,227,783	2,227,783		4,805,566
Sandario Well Rehabilitation	20,000					20,000
Sanders Rd 24-inch Water Line	356,095	4,522,407				4,878,502
Santa Cruz Shared Use Path, at Calportland	3,606,698					3,606,698
SCADA and Integrated Telemetry	323,910					323,910
Sewer Conveyance System Rehab		661,282	552,533	574,635		1,788,450
Tangerine 16-Inch with Break Tanks			560,700	100,000	4,647,260	5,307,960
Tangerine Farms Rd Extension	2,800,000	19,000,000				21,800,000
Tangerine Farms Rd, Irrigation Improvements	120,000					120,000
Tangerine Rd Widening, Phase 2A	34,600,027					34,600,027
Tangerine Rd Widening, Phase 2B			29,286,848	15,000,000		44,286,848
Tangerine Sky Park, Phase 2	181,883	1,100,000				1,281,883
Tangerine TI Improvements	2,720,000	3,500,000				6,220,000
Taxiway A Reconstruction, MITL, Design			700,000			700,000
Taxiway A Reconstruction, MITL, Construction				8,860,000		8,860,000
Taxiway C Reconstruction, Construction				2,310,000		2,310,000
Taxiway C Reconstruction, Design			190,000			190,000
Tortolita Preserve Improvements	248,617					248,617
Twin Peaks Rd, Rattlesnake Pass Widening	29,759,393	7,540,438				37,299,831

FISCAL YEAR 2023-2024
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PLAN

Project Name	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Grand Total
TWY B, E, Lighting Upgrade, Constuction				1,500,000		1,500,000
TWY B, E, Lighting Upgrade, Design				150,000		150,000
West Apron Reconstruction Ph-1, Construct		2,250,000				2,250,000
West Apron Reconstruction Ph-1, Design	932,303					932,303
West Apron Reconstruction Ph-2, Construct			7,290,000			7,290,000
WRF Phase II Design	2,900,824		18,130,145	18,130,145		39,161,114
Grand Total	**209,422,553**	**73,538,355**	**71,887,966**	**65,724,667**	**4,922,260**	**425,495,801**

Town of Marana
Fiscal Year 2024 Team Performance Pay

The Town is committed to providing fair and competitive compensation to its employees through performance and behavior based pay that align with the Town's strategic plan, policies, directives and cultural values (dedicated service, respect, teamwork, and engaged innovation). Our compensation philosophy is to have a strategy that attracts, retains and motivates employees to accomplish the organization's goals and objectives. The Town's compensation strategy focuses on annual team performance and behavior in lieu of market-based adjustments.

After careful review of the fiscal year 2024 budget, funding is available to grant eligible employees a Team Performance Pay adjustment of up to 4%. The Town will also be increasing the minimum and maximum salary ranges within each paygrade by 2% in fiscal year 2024. Employees eligible for the Team Performance Pay adjustment will receive no more than 4% within their newly adjusted paygrade, not to exceed the new maximum of their paygrade. If the Team Performance Pay adjustment for an eligible employee exceeds the new maximum of their paygrade, they will receive a lump sum payment up to $750, not to exceed the total increase eligible if not at the maximum of their paygrade. An employee who falls below the new minimum of their paygrade, after any eligible Team Performance Pay adjustments have been made, will receive an increase up to the new minimum of the paygrade.

Team Performance Pay Eligibility

1. Regular full- and part-time classified, sworn, and unclassified employees, hired on or before July 1, 2022 and not at the top of their pay range, are eligible to receive the Team Performance Pay of 4% if not otherwise disqualified by the criteria set forth below.
2. Regular full- and part-time classified, sworn, and unclassified employees hired between July 2, 2022 and December 31, 2022 and not at the top of their pay range, are eligible to receive a pro-rated Team Performance Pay adjustment of the 4% if not otherwise disqualified by the criteria set forth below.
3. Employees hired during January 1, 2023 through March 31, 2023 will receive a lump sum of $500.
4. Employees hired during April 1, 2023 through June 30, 2023 will receive a lump sum of $250.
5. Employees classified in term-limited temporary (TLT) and short-term temporary (STT) positions (i.e. Lifeguards, Sports Officials, Interns, etc.) are not eligible to receive the Team Performance Pay adjustment.
6. Contract employees' (Town Manager and Town Magistrate) eligibility shall be determined by the terms of any employment agreement approved by the Council.
7. Regular full- and part-time classified, sworn, and unclassified employees who are at the top of their pay range are eligible to receive a lump sum payment of $750 if not otherwise disqualified by the criteria set forth below.
8. Regular full- and part-time classified, sworn, and unclassified employees who receive a partial increase and reach top of their pay range are eligible to receive a lump sum payment of up to $750, not to exceed the total increase eligible if they had not reached the top of the grade, if not otherwise disqualified by the criteria set forth below.

9. Regular full- and part-time classified, sworn, and unclassified employees who have received a corrective action memo during Fiscal Year 2023 are eligible to receive a 2% Team Performance Pay adjustment or reduced lump sum payment of $375.
10. Regular full- and part-time classified, sworn, and unclassified employees who have received a written reprimand during Fiscal Year 2023 are eligible to receive a 1% Team Performance Pay adjustment or reduced lump sum payment of $185.
11. Employees who have been on leave status for more than six months, suspended, involuntarily demoted, or have received more than one corrective action memo and/or written reprimand during Fiscal Year 2023 are not eligible to receive the Team Performance Pay adjustment. Employees receiving a combination of a Work or Performance Improvement Plan (WIP/PIP) and either a corrective action memo related to expectations outlined in the WIP/PIP or written reprimand during Fiscal Year 2023 are not eligible to receive the Team Performance Pay adjustment.
12. A department head has the option to seek approval from the Town Manager for a 6 month delayed pay adjustment regarding the withheld adjustment if no further WIP/PIP or disciplinary action is issued to the employee during that 6 month period.

Implementation

1. No adjustment to base pay shall cause an employee's salary to exceed the maximum of the grade for the employee's position.
2. Calculation of the increase will be based on an employee's regular base pay rate, exclusive of other types of compensation (i.e. special assignment pay, overtime pay, shift differential, etc.)

Pay Administration

1. Eligible employees will receive the Team Performance Pay adjustment and/or Salary Schedule adjustment (for those who fall below the minimum of their paygrade) with the paycheck beginning August 4, 2023.
2. Compensation will be paid in accordance with the Town's bi-weekly regular payroll cycle.
3. Compensation will be subject to normal payroll taxes and other regular payroll deductions.
4. Compensation will be subject to pension contributions as provided by state law.
5. Federal and State withholding will be calculated based on the current exemptions on file.

MARANA AZ

Human Resources

Salary Schedules Fiscal Year 2023-2024

Classified Positions

Exempt Positions

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 109			**$51,581.08**	**$64,477.19**	**$77,372.18**	**Annual**
713	Airport Operations Supervisor	Exempt				
198	Communications Specialist	Exempt				
439	Executive Assistant to the Town Manager	Exempt				
205	Human Resources Generalist	Exempt				
707	Parks Project Specialist	Exempt				
515	Planner	Exempt				
223	Procurement Specialist	Exempt				
327	Safety & Health Specialist	Exempt				
840	Visual Communications Designer	Exempt				
487	Water Business Services Supervisor	Exempt				
479	Water Conservation Analyst	Exempt				
GRADE 110			**$56,739.75**	**$70,924.69**	**$85,109.63**	**Annual**
475	Business Process Supervisor	Exempt				
718	Chief Water Quality Operator	Exempt				
237	CIP Process Analyst	Exempt				
477	Development Services Analyst	Exempt				
202	Economic Development Specialist	Exempt				
252	GIS Analyst	Exempt				
276	Management Assistant	Exempt				
752	Parks Maintenance Supervisor	Exempt				
214	Payroll Administrator	Exempt				
712	Public Works Supervisor	Exempt				
753	Recreation Supervisor	Exempt				

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
485	Revenue and Customer Service Manager	Exempt				
335	Safety & Health Coordinator	Exempt				
210	Senior Accountant	Exempt				
203	Senior Human Resources Generalist	Exempt				
246	Senior Planner	Exempt				
268	Technology Analyst	Exempt				
722	Water Distribution Supervisor	Exempt				
723	Water Production Supervisor	Exempt				
GRADE 111			**$62,981.00**	**$78,725.67**	**$94,471.48**	**Annual**
655	Asset Systems Manager	Exempt				
719	Chief Water Reclamation Operator	Exempt				
239	Construction & Inspection Manager	Exempt				
814	Crime Scene Property & Evidence Supervisor	Exempt				
400	Deputy Town Clerk	Exempt				
163	Environmental Project Manager	Exempt				
229	Floodplain Manager	Exempt				
217	Grants Manager	Exempt				
199	HRIS and Payroll Manager	Exempt				
341	Network Administrator	Exempt				
211	Procurement Officer	Exempt				
467	SCADA Administrator	Exempt				
320	Software Developer	Exempt				
502	Superintendent	Exempt				
201	Tourism & Marketing Manager	Exempt				
GRADE 112			**$70,538.94**	**$88,173.38**	**$105,807.83**	**Annual**
124	Assistant Building Official	Exempt				
222	Associate Town Attorney	Exempt				
177	Chief Code Enforcement and Animal Control Officer	Exempt				
197	Organizational Development Manager	Exempt				
161	Project Manager	Exempt				
319	Real Property Manager	Exempt				

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
329	Risk Manager	Exempt				
258	Senior GIS Analyst	Exempt				
340	Senior Network Administrator	Exempt				
339	Senior Software Developer	Exempt				
241	Technology Supervisor	Exempt				
247	Technology Support Supervisor	Exempt				
489	Water Resources Administrator	Exempt				
GRADE 113			**$79,709.03**	**$99,635.73**	**$119,562.43**	**Annual**
261	Assistant Town Attorney	Exempt				
275	Budget Manager	Exempt				
488	Business Financial Manager	Exempt				
230	Civil Engineer	Exempt				
170	Court Administrator	Exempt				
274	Finance Manager	Exempt				
240	Technology Manager	Exempt				
263	Traffic Manager	Exempt				
159	Water Operations Manager	Exempt				
153	Water Reclamation Operations Manager	Exempt				
GRADE 114			**$90,070.97**	**$112,588.68**	**$135,106.43**	**Annual**
175	Chief Building Official	Exempt				
151	CIP Engineering Division Manager	Exempt				
147	Development Engineering Division Manager	Exempt				
245	Planning Manager	Exempt				
262	Senior Assistant Town Attorney	Exempt				
167	Water Engineering Manager	Exempt				
GRADE 115			**$101,779.69**	**$127,225.18**	**$152,669.53**	**Annual**
129	Development Services Deputy Director	Exempt				
149	Finance Deputy Director	Exempt				
250	Human Resources Deputy Director	Exempt				
155	Parks & Recreation Deputy Director	Exempt				

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
158	Public Works Deputy Director	Exempt				
135	Technology Services Deputy Director	Exempt				
148	Water Deputy Director	Exempt				
GRADE 116			**$115,011.05**	**$143,764.45**	**$172,516.57**	**Annual**
154	Deputy Town Attorney	Exempt				

Non-Exempt Positions						
GRADE 208			**$32,470.36**	**$39,776.88**	**$47,082.62**	**Annual**
			$15.6108	**$19.1235**	**$22.6359**	**Hourly**
406	Administrative Assistant	Non-exempt				
746	Custodian	Non-exempt				
680	Customer Service Representative	Non-exempt				
703	Parks and Recreation Maintenance Associate I	Non-exempt				
701	Public Works Maintenance Associate I	Non-exempt				
GRADE 209			**$34,743.80**	**$42,561.48**	**$50,379.42**	**Annual**
			$16.7037	**$20.4623**	**$24.2209**	**Hourly**
417	Accounting Associate	Non-exempt				
456	Court Clerk	Non-exempt				
408	Customer Service Specialist	Non-exempt				
429	Legal Clerk	Non-exempt				
598	Parks and Recreation Maintenance Associate II	Non-exempt				
444	Police Records Clerk	Non-exempt				
599	Public Works Maintenance Associate II	Non-exempt				
443	Property & Evidence Records Clerk	Non-exempt				
423	Records Clerk	Non-exempt				
442	Water Billing Specialist	Non-exempt				
GRADE 210			**$37,176.36**	**$45,540.56**	**$53,905.80**	**Annual**
			$17.8733	**$21.8945**	**$25.9162**	**Hourly**
450	Court Collections Specialist	Non-exempt				
620	Courtroom Specialist	Non-exempt				
748	Faciliites Technician I	Non-exempt				
614	Fleet Technician I	Non-exempt				
747	Lead Custodian	Non-exempt				

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
427	Legal Document Specialist	Non-exempt				
607	Parks and Recreation Maintenance Associate III	Non-exempt				
605	Public Works Maintenance Associate III	Non-exempt				
GRADE 211			**$39,778.70**	**$48,728.16**	**$57,678.40**	**Annual**
			$19.1244	**$23.4270**	**$27.7300**	**Hourly**
660	Assets Coordinator	Non-exempt				
453	Court Operations Specialist	Non-exempt				
242	Court Probation Monitor	Non-exempt				
812	Court Security Officer	Non-exempt				
810	Crime Scene Specialist	Non-exempt				
434	Development Coordinator	Non-exempt				
336	Engineering Aide	Non-exempt				
741	Equipment Operator I	Non-exempt				
749	Facilities Technician II	Non-exempt				
508	Fleet Technician II	Non-exempt				
419	License & Tax Specialist	Non-exempt				
413	Payroll Technician	Non-exempt				
433	Permit Technician	Non-exempt				
665	Police Assets Coordinator	Non-exempt				
445	Police Records Specialist	Non-exempt				
547	Project Coordinator-CIP	Non-exempt				
323	Real Property Coordinator	Non-exempt				
418	Senior Accounting Associate	Non-exempt				
455	Senior Court Clerk	Non-exempt				
621	Senior Courtroom Specialist	Non-exempt				
704	Signs and Markings Technician I	Non-exempt				
GRADE 212			**$42,960.58**	**$52,626.86**	**$62,293.14**	**Annual**
			$20.6541	**$25.3014**	**$29.9486**	**Hourly**
527	Animal Control Officer	Non-exempt				
603	Aquatic Maintenance Technician	Non-exempt				
729	Associate Water Reclamation Mechanic	Non-exempt				
517	Code Enforcement Technician	Non-exempt				
448	Dispatcher	Non-exempt				
616	Equipment Mechanic	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
743	Equipment Operator II	Non-exempt				
438	Executive Assistant	Non-exempt				
744	Irrigation Control Technician	Non-exempt				
426	Legal Assistant	Non-exempt				
466	Recreation Programmer	Non-exempt				
309	Technology Support Specialist I	Non-exempt				
736	Water Operator I	Non-exempt				
GRADE 213			**$46,398.04**	**$56,837.04**	**$67,276.82**	**Annual**
			$22.3068	**$27.3255**	**$32.3446**	**Hourly**
522	Code Enforcement Officer I	Non-exempt				
461	Community Outreach Coordinator	Non-exempt				
525	Construction Inspector	Non-exempt				
224	Environmental Technician	Non-exempt				
754	Facilities Specialist	Non-exempt				
414	Human Resources Specialist	Non-exempt				
510	Lead Fleet Technician	Non-exempt				
526	Right of Way Inspector	Non-exempt				
431	Senior Legal Assistant	Non-exempt				
705	Signs and Markings Specialist	Non-exempt				
372	Traffic Technician II	Non-exempt				
737	Water Operator II	Non-exempt				
532	Water Quality Technician	Non-exempt				
730	Water Reclamation Operator I	Non-exempt				
GRADE 214			**$50,573.38**	**$61,952.28**	**$73,331.70**	**Annual**
			$24.3141	**$29.7847**	**$35.2556**	**Hourly**
471	Administrative Supervisor	Non-exempt				
518	Building Inspector I	Non-exempt				
315	Business Process Analyst	Non-exempt				
521	Code Enforcement Officer II	Non-exempt				
560	Engineering Specialist	Non-exempt				
225	Environmental Specialist	Non-exempt				
751	Facilities Tradesman	Non-exempt				
219	Financial Specialist	Non-exempt				
514	Housing Rehabilitation Specialist	Non-exempt				
302	Plans Examiner	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
470	Police Records Supervisor	Non-exempt				
313	Technology Support Specialist II	Non-exempt				
738	Water Operator III	Non-exempt				
533	Water Quality Specialist	Non-exempt				
728	Water Reclamation Mechanic	Non-exempt				
731	Water Reclamation Operator II	Non-exempt				
469	Water Technology Support Specialist II	Non-exempt				
GRADE 215			**$55,630.38**	**$68,147.56**	**$80,664.74**	**Annual**
			$26.7454	**$32.7632**	**$38.7811**	**Hourly**
452	Court Supervisor	Non-exempt				
464	Police Telecommunications Supervisor	Non-exempt				
249	Senior Crime Analyst	Non-exempt				
561	Senior Engineering Specialist	Non-exempt				
373	Traffic Technician III	Non-exempt				
GRADE 216			**$61,193.86**	**$74,962.42**	**$88,731.50**	**Annual**
			$29.4201	**$36.0396**	**$42.6594**	**Hourly**
516	Building Inspector II	Non-exempt				
300	Senior Plans Examiner	Non-exempt				

Additional Pay (Applies only to Non Exempt Positions)			
	Shift Differential Pay	$1.15 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
	On-Call/Stand-By Pay	$1.00 per hour	*Pay for employees who stand ready to work during non-work hours when assigned.*

*Final paygrade/title subject to position review later in the year

***Fair Labor Standards Act*

Classified Sworn Positions

Non-Exempt Positions						
Job Code	**Grade**	**Job Title**	**Salary Schedules**			
806	PO	Police Officer	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$59,595.64**	**$71,725.68**	**$83,856.50**
			Hourly	**$28.6517**	**$34.4835**	**$40.3156**
804	DET	Police Detective	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$63,767.08**	**$76,746.54**	**$89,726.52**
			Hourly	**$30.6573**	**$36.8974**	**$43.1377**
802	SGT	Police Sergeant	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$84,432.92**	**$93,530.06**	**$102,627.46**
			Hourly	**$40.5927**	**$44.9664**	**$49.3401**
Exempt Positions						
800	LT	Police Lieutenant	Exempt	Minimum	Midpoint	Maximum
			Annual	**$99,517.22**	**$116,439.72**	**$133,362.20**
801	CAPT	Police Captain	Exempt	Minimum	Midpoint	Maximum
			Annual	**$109,468.32**	**$130,240.68**	**$151,013.04**

Police Officer Special Assignments Pays

5% added to base pay	Auto Theft Task Force
5% added to base pay	Lead Police Officer
5% added to base pay	Counter Narcotics Alliance
5% added to base pay	DART
5% added to base pay	DEA Task Force
5% added to base pay	EOD (Explosives)
5% added to base pay	GIITEM Task Force
5% added to base pay	Investigator
5% added to base pay	K9
5% added to base pay	Motorcycles
5% added to base pay	School Resource Officer (SRO)
5% added to base pay	SWAT
5% added to base pay	Volunteer Coordinator
One additional hour of pay per shift paid at time and one-half rate when serving as FTO	Field Training Officer

Additional Pay for Sworn Positions (Applies only to Non-Exempt Sworn)			
Shift Differential	$1.15 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/Stand-By Pay	$1.00 per hour	*Pay for employees who stand ready to work during non-work hours as assigned.*

Unclassified Positions

Exempt Positions						
Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
Grade AA			**$47,295.13**	**$59,118.62**	**$70,943.24**	**Annual**
190	Historian	Exempt				
Grade A			**$70,538.94**	**$88,173.38**	**$105,807.83**	**Annual**
260	Assistant to the Town Manager	Exempt				
Grade B			**$79,709.03**	**$99,635.73**	**$119,562.43**	**Annual**
141	Communications Manager	Exempt				
Grade C			**$90,070.97**	**$112,588.68**	**$135,106.43**	**Annual**
143	Airport Manager	Exempt				
Grade E			**$122,135.63**	**$152,670.21**	**$183,203.43**	**Annual**
182	Deputy Chief of Police	Exempt				
Town Officers Grade II			**$116,993.67**	**$149,166.50**	**$181,339.31**	**Annual**
114	Community and Neighborhood Services Director	Exempt				
127	Development Services Director	Exempt				
115	Director of Economic Development and Tourism	Exempt				
118	Finance Director	Exempt				
116	Human Resources Director	Exempt				
136	Parks and Recreation Director	Exempt				
180	Public Works Director	Exempt				
134	Technology Services Director	Exempt				
106	Town Clerk	Exempt				
146	Water Director	Exempt				
Town Officers Grade III			**$131,032.91**	**$167,066.48**	**$203,100.03**	**Annual**
138	Chief of Police	Exempt				
110	Deputy Town Manager	Exempt				
120	Town Attorney	Exempt				

***Fair Labor Standards Act*

Temporary Positions

Job Code	Job Title	FLSA** Status	Minimum		Midpoint		Maximum
828	*Head Lifeguard	Non-exempt	$17.00	$17.25	$17.50	$17.75	$18.00
826	*Lifeguard	Non-exempt	$16.00	$16.25	$16.50	$16.75	$17.00
824	*Recreation Aide	Non-exempt	$14.00	$14.25	$14.50	$14.75	$15.00

*returning employees may receive a $.25 (cents) increase each year

Job Code	Job Title	FLSA** Status	High School	College	Grad School	Law School
480	Intern	Non-exempt	$13.85	$14.85	$15.85	$16.85

Job Code	Job Title	FLSA** Status	half day session	full day session	
169	Judge Pro Tempore	Exempt	$150.00	$300.00	Flat Rate

Job Code	Job Title	FLSA** Status	Flat Rate
805	Background Investigator	Non-exempt	$17.8733
447	Dispatcher STT	Non-exempt	$20.6541

*if less than half day session rate is $50 per hour

Additional Pay (Applies only to Non-Exempt position)		
Shift Differential	$1.15 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/ Stand-by	$1.00 per hour	*Pay for employees who stand ready to work as assigned during non-work hours when assigned.*

**Fair Labor Standards Act*