MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 21, 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 November 21, 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 Marana Police Sergeant Adam Lawson (David L. Udall)

PR2 Proclamation Recognizing November 25, 2023 as Small Business Saturday (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Budget; presentation of first quarter results (July-September) for the Town's General Fund and other selected major funds for the 2023-2024 fiscal year (Yiannis Kalaitzidis)

P2 Relating to Strategic Planning; presentation and discussion regarding the Town's progress in implementing the Marana Strategic Plan Five (Andrea De La Cruz)

P3 Relating to Technology Services; presentation providing an update on the Connect Pima Digital Inclusion and Infrastructure Action Plan designed to guide the development of broadband infrastructure, the implementation of digital literacy initiatives, and the increase of devices and tools for connectivity in Pima County (Ricardo Carlos)

P4 Relating to Water: presentation from a representative of the Central Arizona Project (CAP) Board providing an update on the status of the lower Colorado River Basin water supply (Jing Luo)

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. 2023.040: Relating to Business Regulations; adopting revisions to Title 9 "Business Regulations" of the Marana Town Code; including revising Section 9-2-7 (License renewal) to allow the town to conduct investigations on business license renewals; revising Section 9-2-10 (Grounds for denial, suspension, revocation, or nonrenewal of license) to add an additional ground related to solicitors; adding new Chapter 9-15 (Soliciting in residential areas); and designating an effective date

Resolution No. 2023-107: Relating to Business Regulations; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2023.040, revisions to Title 9 "Business Regulations" of the Marana Town Code; revising Section 9-2-7 (License renewal) to allow the Town to conduct investigations on business license renewals; revising Section 9-2-10 (Grounds for denial, suspension, revocation, or nonrenewal of license) to add an additional ground related to solicitors; and adding new Chapter 9-15 (Soliciting in residential areas) (Luke Fischer)

C2 Resolution No. 2023-108: Relating to Budget; approving the transfer of $44,000, $41,000, $330,000, $5,000, $2,200, $1,250 and $74,500 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within the Community & Neighborhood Services Department, the Tangerine Farms Road Improvement District Fund, the Health Benefits Fund, the Northeast Streets Facilities Benefit Area Impact Fee Fund, the 2017B Excise Tax Series Bonds debt service Fund, the Gladden Farms CFD debt service Fund, and the Gladden Farms, Phase II CFD debt service fund, respectively, in the fiscal year 2022-2023 budget (Yiannis Kalaitzidis)

C3 Resolution No. 2023-109: Relating to Budget; approving the transfer of up to $150,000 in budgeted expenditure authority from the General Fund contingency line item to the Mayor and Council Community Relations budget in the fiscal year 2023-2024 budget for a donation to the Marana Food Bank and Community Resource Center (Terry R. Rozema)

C4 Resolution No. 2023-110: Relating to Capital Improvement Projects; approving and authorizing the Mayor to sign the Intergovernmental Agreement between the Pima County Flood Control District and the Town of Marana for Construction and Maintenance of the Santa Cruz River Path CalPortland Segment (Libby Shelton)

C5 Resolution No. 2023-111: Relating to Development; approving the final block plat for Mandarina Blocks 1-2, 4-5 & 8-13 generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East and Section 31, Township 11 South and Range 12 East (Steve Cheslak)

C6 Resolution No. 2023-112: Relating to Marana Regional Airport; authorizing the Public Works Director or designee to submit an application for entry into the Federal Contract Tower Program at Marana Regional Airport (Fausto Burruel)

C7 Resolution No. 2023-113: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and the Town of Oro Valley for the M.O.V.E. Across 2 Ranges Hike Challenge Event (Jim Conroy)

C8 Resolution No. 2023-114: Relating to the Police Department; approving and authorizing the Town Manager and the Acting Chief of Police to execute an agreement between the State of Arizona Department of Emergency and Military Affairs and the Marana Police Department for funding for the purchase of border security technologies (Libby Shelton)

C9 Resolution No. 2023-115: Relating to the Police Department; approving and authorizing the Interim Police Chief to execute an updated agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases; rescinding Resolution No. 2023-092 (Libby Shelton)

C10 Resolution 2023-116: Relating to Transaction Privilege Tax; approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona Department of Revenue and the Town of Marana for the administration, collection, audit, and licensing of transaction privilege taxes, use taxes, severance taxes, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns (Yiannis Kalaitzidis)

C11 Resolution No. 2023-117: Relating to Water; authorizing Town staff to apply for a Drinking Water Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund design and construction costs for a Marana Park emerging contaminants water treatment facility (Jing Luo)

C12 Resolution No. 2023-118: Relating to Administration; approving the updated Electronic Communications Retention and Storage Administrative Directive and the updated Data Storage Administrative Directive for Town of Marana employees and elected and appointed officials (Ricardo Carlos)

C13 Approval of Amended Summary Meeting Minutes of October 3, 2023 (David L. Udall)

C14 Approval of Regular Council Meeting Summary Minutes of October 17, 2023 (David L. Udall)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #006 Bar liquor license submitted by James Ty Hammett on behalf of Caps & Corks, located at 3830 West River Road, Suite 100, Tucson, Arizona 85741 (David L. Udall)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

EXECUTIVE SESSIONS

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

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

E2 Executive session pursuant to A.R.S. §38-431.03 (A)(3) and (4) for discussion or consultation with the Town's attorneys and to instruct the Town's representatives concerning the litigation entitled *Southern Arizona Home Builders Association v. Town of Marana*, Pima County Superior Court Case No. C20184411.

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: 11/21/2023

Date: November 21, 2023

Subject: Proclamation Recognizing Marana Police Sergeant Adam Lawson (David L. Udall)

Attachments

Proclamation

MARANA AZ
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PROCLAMATION

Recognizing Marana Police Sergeant Adam Lawson

WHEREAS, Adam Lawson began his career in law enforcement with the Marana Police Department after graduating from the Central Arizona Regional Law Officer Training Academy in 2002; and

WHEREAS, Adam spent the entirety of his career with the Marana Police Department and has served in many assignments, including as a Patrol Officer, Field Training Officer, General Instructor, School Resource Officer and Sergeant; and

WHEREAS, during his 21 years of service with the Department, Adam spent many of them as a member of the Pima County Mental Health Support Team (MHST) where he was instrumental in identifying and assisting individuals with mental health issues that posed a risk to the community; and

WHEREAS, Adam was a Pima Regional Special Weapons and Tactics (SWAT) Negotiator where he successfully persuaded many armed felons to surrender; and

WHEREAS, over his 21-years of service, Adam has been awarded numerous awards and certificates, which have included the following: the Marana Police Department's Chief's Citation of Excellence Award, the Lifesaving Award, the David's Hope Award, and the Sons of the American Revolution Officer of the Year Award; and

WHEREAS, Adam will spend his retirement enjoying time with his sons Tucker and Luke. As a family, they plan on traveling, playing board and video games and working on their summer adventure list. Adam was also recently named the Coordinator for Threat Assessment and Management at the University of Arizona and will spend time serving in that capacity.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby recognize and commend Adam Lawson for his many years of service and for the profound impact he has had on the Town, and I invite the citizens of Marana to join me in congratulating him on his retirement.

Dated this 31st day of October, 2023.

ATTEST:

David L. Udall, Town Clerk

Ed Honea

Ed Honea, Mayor

Council-Regular Meeting **PR2**

Meeting Date: 11/21/2023

Date: November 21, 2023

Subject: Proclamation Recognizing November 25, 2023 as Small Business Saturday (David L. Udall)

Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

PROCLAMATION

Recognizing November 25, 2023 as Small Business Saturday

WHEREAS, the Town of Marana celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration: there are 33.2 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62.7% of net new jobs created since 1995, and small businesses employ 46.4% of the employees in the private sector in the United States; and

WHEREAS, 68 cents of every dollar spent at a small business in the United States stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS, 72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

WHEREAS, the Town supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana do hereby proclaim November 25, 2023 as Small Business Saturday in the Town of Marana, and I invite the residents of our community to support small businesses and merchants on Small Business Saturday and to Shop Small throughout the year.

Dated this 21st day of November 2023.

ATTEST:

David L. Udall, Town Clerk

Ed Honea

Ed Honea, Mayor

Council-Regular Meeting **P1**

Meeting Date: 11/21/2023

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: November 21, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Budget; presentation of first quarter results (July-September) for the Town's General Fund and other selected major funds for the 2023-2024 fiscal year (Yiannis Kalaitzidis)

Discussion:

The purpose of this item is to present a summary of the Town's first quarter financial results (July-September) for the Town's General Fund and other selected major funds for fiscal year 2023-2024. It is important to note that these results are preliminary, unaudited and subject to change based upon adjusting entries, as necessary. The attached provides a high-level revenue and expenditure summary at the end of the current quarter.

Revenue

Overall, revenues are within or above expectations for all funds at this time of the year, with the possible exception of the HURF and Bed Tax funds.

- Revenues for the General Fund are better than expected due to better than anticipated sales taxes in most categories with construction related taxes significantly above forecasts.
- HURF fund is slightly below expectations but as revenues are consistent with prior year revenues for the first quarter, there is still a high likelihood we will achieve our budget projections by year-end.
- Bed Tax Fund revenues are within expectations, when adjusting the current balance for a one-time refund related to one of the hotel operators. Overall, hotel activity has shown a slight reduction in the first quarter, but remains higher as compared to pre-pandemic levels. If the current revenue trend continues, the

one-time refund should not impact our overall revenue projection.

- Half Cent Sales Tax fund revenues which will be used for the multi-generational community and aquatics center continues to average collections in excess of $600,000 per month since its inception as retail sales taxes remain strong through the first quarter.
- Transportation fund revenues are significantly above expectations at this time of year as builders are requesting a higher number of permits than anticipated and due to a number of large commercial projects. In addition, amounts collected reflect a one-time cash inflow related to recovered taxes from a prior period.
- Charges for services revenues in the enterprise funds are within or above expectations for this time of year.

Additional detail on these variances is included within the visualization slides attached to this item.

Expenditures

Expenditures in all funds are at or below expectations. This is partly due to the timing of one-time projects and programs which are expected to occur in future quarters. The Water and Water reclamation funds are within expectations when excluding debt service payments that happen during the first quarter of the fiscal year.

Staff Recommendation:

Presentation of first quarter results only.

Suggested Motion:

Presentation of first quarter results only.

Attachments

Presentation

Financial Brief: First Quarter

Fiscal Year

2023 – 2024

Prepared by: Finance Department

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FISCAL YEAR 2023 - 2024 FIRST QUARTER FINANCIAL BRIEF

This financial brief is intended to provide a broad overview and status of revenues and expenditures for the Town's selected major funds through the first quarter of fiscal year 2024 (July 2023 - June 2024). Major funds included in this financial brief are the General Fund, Highway User Revenue Fund (HURF), Bed Tax Fund, Half Cent Sales Tax Fund and Transportation Fund. Also included are the Airport, Water, and Water Reclamation enterprise funds. Please note that all amounts are preliminary, unaudited and subject to change based upon adjusting entries, as necessary.

The table below shows an overview for each fund.

	REVENUES			EXPENDITURES			OVER/UNDER
Fund	FY 2024 Budget	Actual	% Budget	FY 2024 Budget	Actual	% Budget	YTD Over/Under
GENERAL FUND	69,792,496	20,964,884	30%	74,935,291	13,202,827	18%	7,762,057
HURF	5,079,784	1,139,583	22%	6,765,028	961,878	14%	177,705
TRANSPORTATION FUND	4,300,000	4,789,439	111%	29,654,333	201,053	1%	4,588,386
BED TAX FUND	1,450,000	220,687	15%	1,950,000	90,192	5%	130,495
1/2 CENT SALES TAX	59,561,367	1,887,520	3%	63,170,697	477,153	1%	1,410,367
WATER FUND	10,686,919	2,678,767	25%	13,455,206	2,224,246	17%	454,521
WATER RECLAMATION FUND	4,047,125	805,958	20%	5,668,889	348,912	6%	457,046
AIRPORT FUND	647,162	10,218	2%	647,162	130,600	20%	-120,382

Click HERE for a User Guide and FAQ about this report

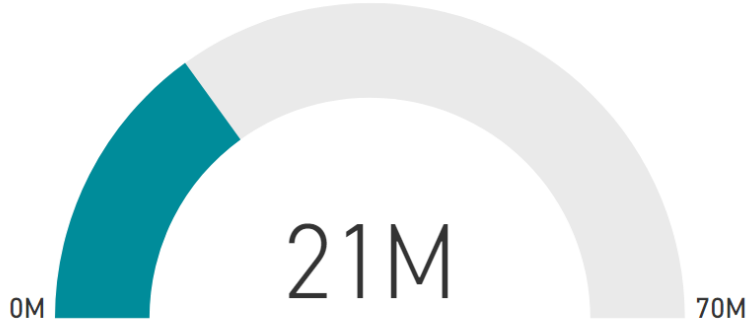
FY 2023-2024 FIRST QUARTER: GENERAL FUND

REVENUES

Select Revenue or Expense

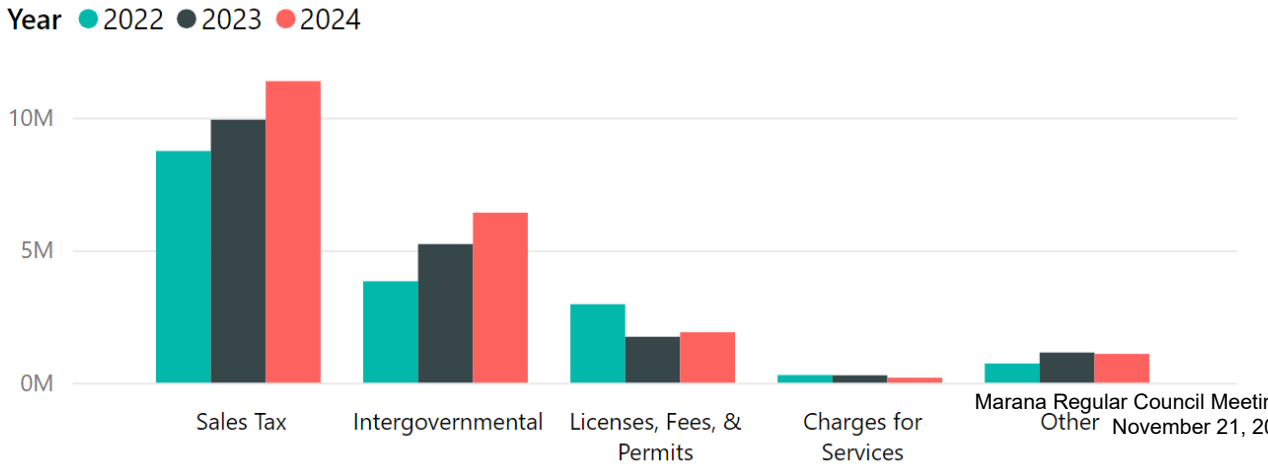
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	35,123,831	11,374,851	32%
Intergovernmental	25,945,620	6,413,488	25%
Licenses, Fees, & Permits	4,617,500	1,902,531	41%
Charges for Services	829,000	187,866	23%
Other	3,276,545	1,086,147	33%
Total	**69,792,496**	**20,964,884**	**30%**



General Fund Relevant Information

The General Fund is the Town's primary operating fund. Sales Tax, Intergovernmental revenues and Licenses, Fees, & Permits make up over 95% of budgeted revenues for the fund. Overall, collections are above expected levels through the first quarter of FY2024. Sales tax and contracting tax revenues are both well above last fiscal year's first quarter revenues despite continued economic uncertainty. Intergovernmental revenues include amounts received from the State's shared revenue program and are distributed based upon population estimates and economic conditions. Licenses, Fees, & Permits also are exceeding expectations with revenues greater after the first quarter this fiscal year when compared to last year due to higher



Category	2022	2023	2024
Sales Tax	8,739,534	9,920,528	11,374,851
Intergovernmental	3,826,584	5,228,433	6,413,488
Licenses, Fees, & Permits	2,961,094	1,732,660	1,902,531
Charges for Services	288,318	278,955	187,866
Other	723,288	1,137,141	1,086,147
Total	**16,538,817**	**18,297,717**	**20,964,884**

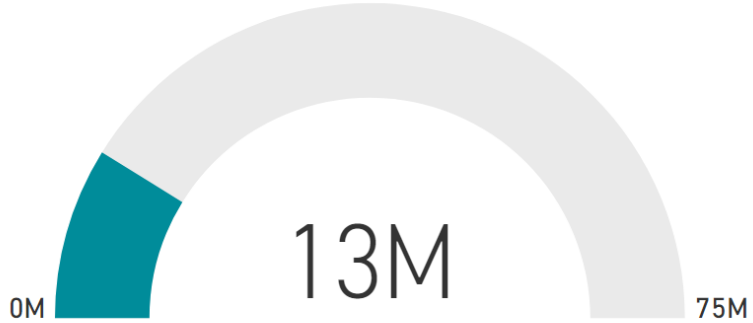
FY 2023-2024 FIRST QUARTER: GENERAL FUND

EXPENSES

Select Revenue or Expense

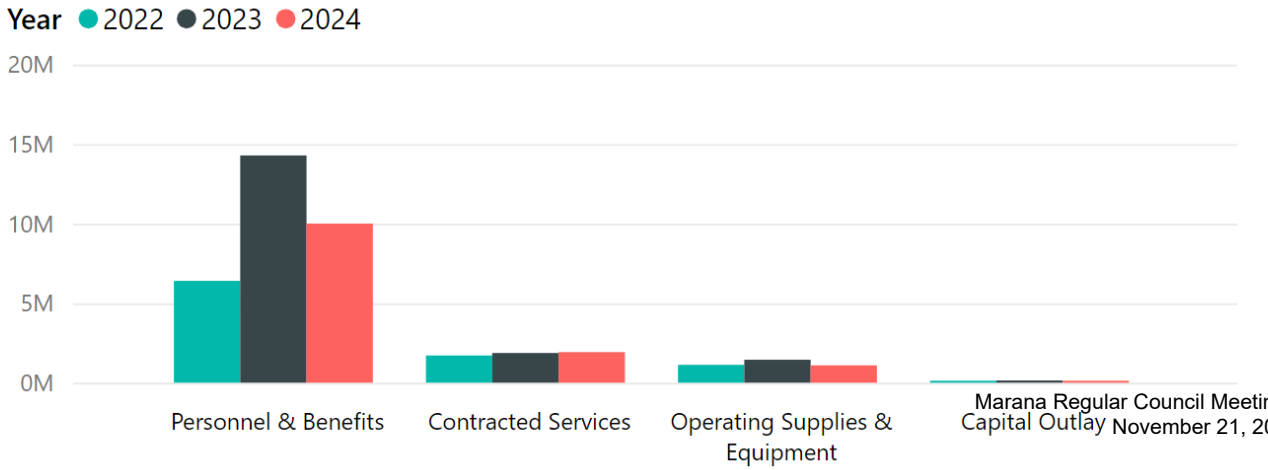
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	44,131,900	10,003,092	23%
Contracted Services	10,347,731	1,920,399	19%
Operating Supplies & Equipment	8,836,387	1,088,415	12%
Capital Outlay	6,898,792	32,120	0%
Other Financing Uses	4,720,481	158,801	3%
Total	**74,935,291**	**13,202,827**	**18%**



General Fund Relevant Information

General Fund expenses through the first quarter of FY2024 overall are lower than anticipated. Personnel & Benefits expenses are in line with expectations. Savings to date are due to vacancies accross several departments. Capital Outlay is associated with a number of projects and capital equipment purchases, many of which will occur later in the fiscal year. Other Financing Uses is related to budgeted transfers which will also be completed later in the year.



Category	2022	2023	2024
Personnel & Benefits	6,400,524	14,286,649	10,003,092
Contracted Services	1,709,389	1,866,205	1,920,399
Operating Supplies & Equipment	1,120,891	1,442,288	1,088,415
Capital Outlay	43,175	140,559	32,120
Other Financing Uses	46,411	6,000	158,801
Total	**9,320,390**	**17,741,701**	**13,202,827**

FY 2023-2024 FIRST QUARTER: HURF

REVENUES

Select Revenue or Expense

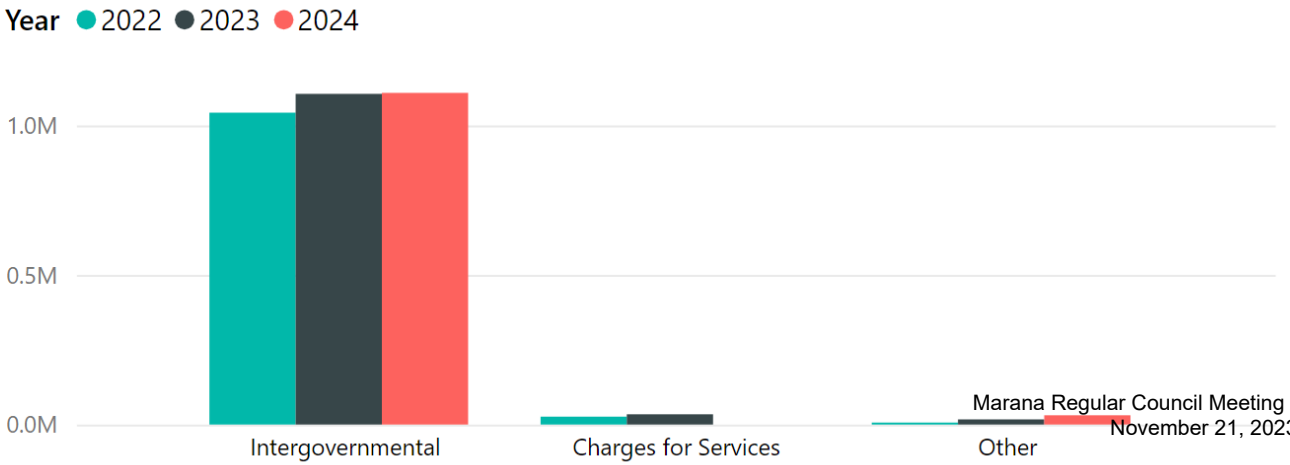
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Intergovernmental	4,969,784	1,108,683	22%
Other	110,000	30,901	28%
Total	**5,079,784**	**1,139,583**	**22%**



HURF Relevant Information

The Highway User Revenue Fund or HURF is set by the collection of fees and taxes from users of the State's roads and highways which the State collects. Cities and towns receive a percentage of revenues based on population estimates and gasoline sales within each county. First quarter HURF revenue collections are slightly below budgeted expectations but consistent with prior year revenues for this same period. Charges for services are payment in lieu of fees collected from third parties to be expended for the preservation of roads. There were no charges for services revenues in the first quarter. Other revenue is comprised of investment income and reflects the current environment of higher interest rates.



Category	2022	2023	2024
Intergovernmental	1,042,533	1,105,388	1,108,683
Charges for Services	26,290	34,202	
Other	38	17,132	30,901
Total	**1,068,861**	**1,156,723**	**1,139,583**

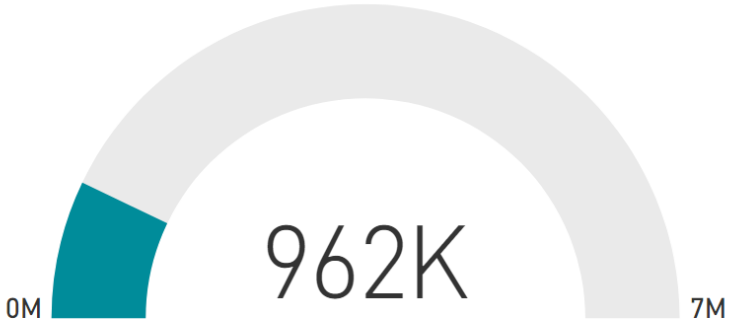
FY 2023-2024 FIRST QUARTER: HURF

EXPENSES

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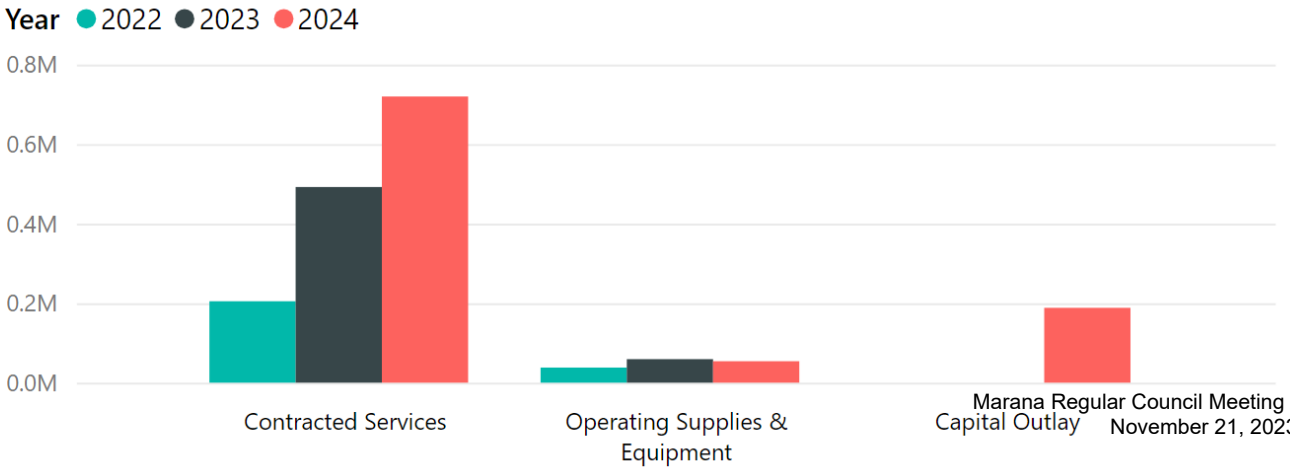
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Contracted Services	5,419,934	719,718	13%
Operating Supplies & Equipment	293,050	53,928	18%
Capital Outlay	852,044	188,232	22%
Other Financing Uses	200,000		
Total	**6,765,028**	**961,878**	**14%**



HURF Relevant Information

HURF expenses are overall below budgeted amounts through the first quarter of FY2024. Contracted Services is below budget due to the timing of the Town's Pavement Preservation Program. The prior year preservation budget was carried forward to the current budget year due to a variety of reasons, and is ongoing during the first quarter, with additional funding available later this fiscal year. Operating Supplies & Equipment are overall in line with expectations. Capital Outlay is associated with vehicle/equipment purchases some of which were carried forward and ADA compliance and irrigation project funding that will be utilized in future periods. Other Financing Uses is restricted budget for possible monsoon storm damage or other unanticipated needs.



Category	2022	2023	2024
Contracted Services	204,753	492,070	719,718
Operating Supplies & Equipm...	37,980	59,155	53,928
Capital Outlay			188,232
Total	**242,733**	**551,224**	**961,878**

FY 2023-2024 FIRST QUARTER: TRANSPORTATION FUND

REVENUES

Select Revenue or Expense

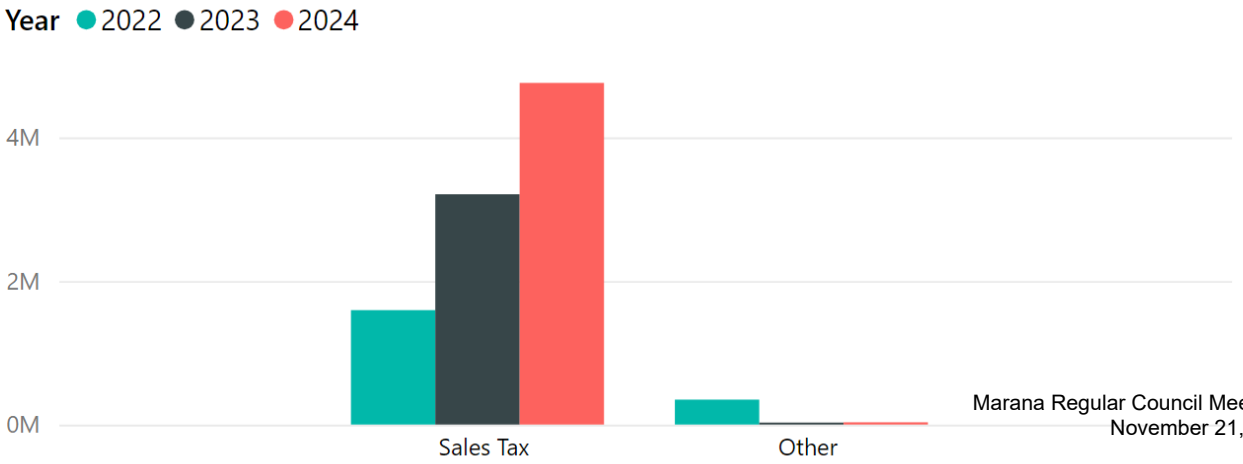
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	4,150,000	4,758,433	115%
Other	150,000	31,005	21%
Total	**4,300,000**	**4,789,439**	**111%**



Transportation Fund Relevant Information

The Transportation Fund is comprised of 75% of all contracting taxes collected by the Town and is to be used for new road construction and reconstruction projects. First quarter revenue collections have met budget expecatations for the year for a number of reasons including higher than anticipated residential and commercial construction activity throughout the Town. In addition, revenues reflect a one-time sales tax recovery from a prior period as the result of a statewide audit. Other budgeted revenue is comprised of investment income and one-time third party contributions.



Category	2022	2023	2024
Sales Tax	1,593,309	3,207,440	4,758,433
Other	346,706	25,982	31,005
Total	**1,940,015**	**3,233,422**	**4,789,439**

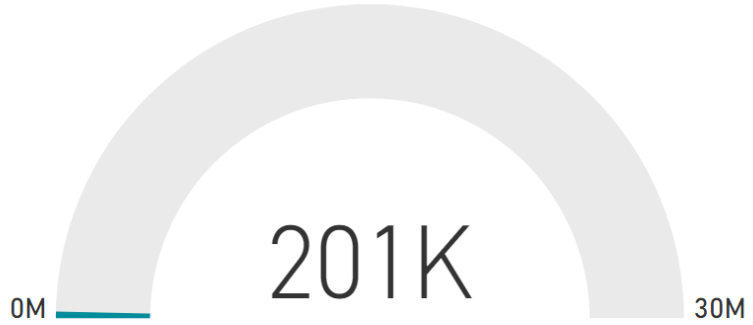
FY 2023-2024 FIRST QUARTER: TRANSPORTATION FUND

EXPENSES

Select Revenue or Expense

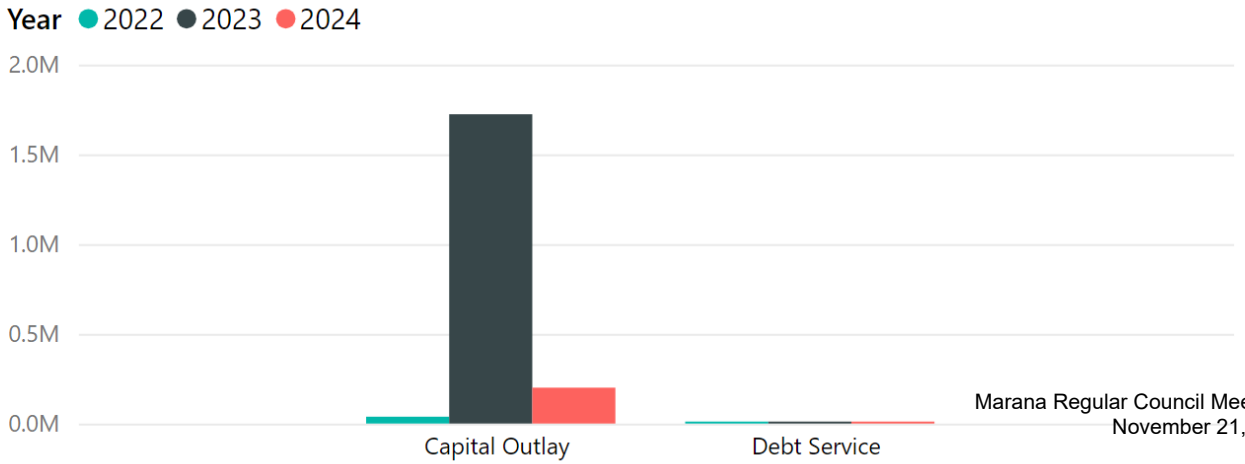
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Operating Supplies & Equipment	650,000		
Capital Outlay	27,733,914	199,761	1%
Debt Service	10,000	1,292	13%
Other Financing Uses	1,260,419		
Total	**29,654,333**	**201,053**	**1%**



Transportation Fund Relevant Information

Transportation Fund expenses are below budgeted levels through the first quarter of FY2024. Operating Supplies & Equipment is associated with ongoing developer reimbursements paid on a semi-annual basis. Capital Outlay is associated with multi-year CIP projects, including Tangerine Road widening east of I-10 and Twin Peaks Road & Rattlesnake Pass widening. Other Financing Uses is primarily associated with planned transfers related to debt service.



Category	2022	2023	2024
Capital Outlay	37,974	1,723,188	199,761
Debt Service	798	151	1,292
Total	**38,772**	**1,723,339**	**201,053**

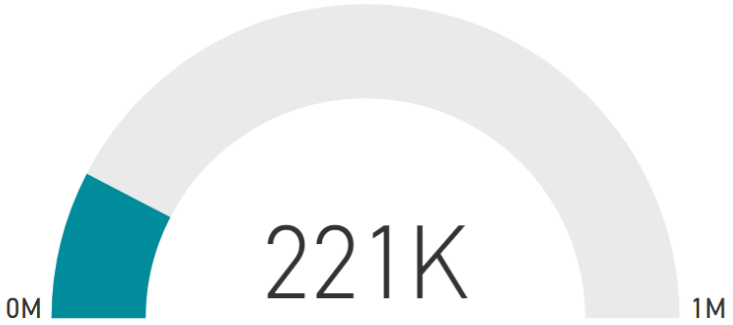
FY 2023-2024 FIRST QUARTER: BED TAX FUND

REVENUES

Select Revenue or Expense

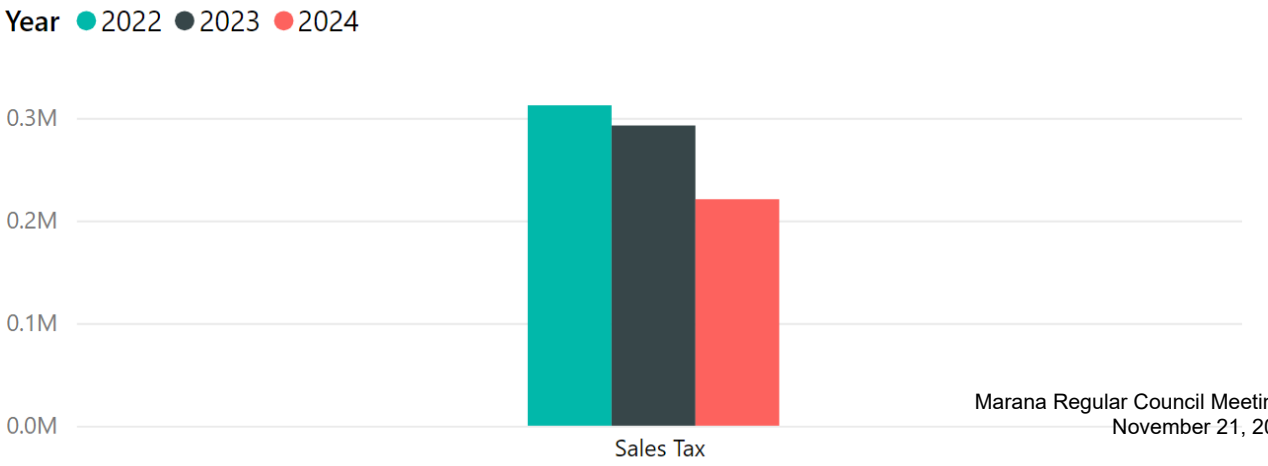
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	1,450,000	220,687	15%
Total	**1,450,000**	**220,687**	**15%**



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. First quarter revenue collections for FY2024 are slightly lower than last year due a refund issued to one of the properties. However, total revenues should not be impacted from this one-time event in a material manner. Overall, hotel revenues are proving to be resilient with room pricing rates remaining significantly above pre-pandemic levels while overall demand has fully recovered to normal prior year cycles.



Category	2022	2023	2024
Sales Tax	312,218	292,553	220,687
Total	**312,218**	**292,553**	**220,687**

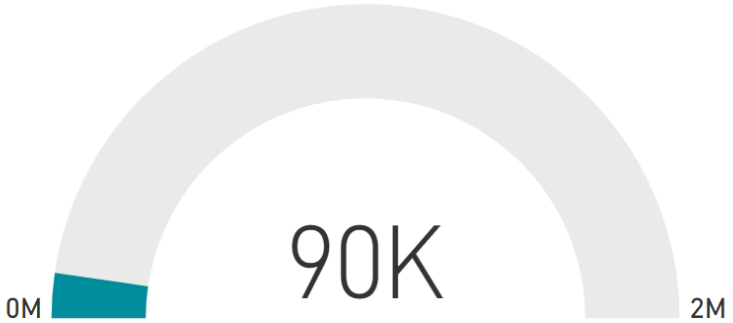
FY 2023-2024 FIRST QUARTER: BED TAX FUND

EXPENSES

Select Revenue or Expense

- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	161,953	35,098	22%
Contracted Services	1,024,056	55,094	5%
Operating Supplies & Equipment	178,403		
Other Financing Uses	585,588		
Total	**1,950,000**	**90,192**	**5%**



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund spending is as expected through the first quarter of FY2024. Contracted services is primarily related to the annual State Land lease payment, which is normally paid during the second quarter, and also includes planned advertising costs in support of tourism activities. Operating Supplies & Equipment includes developer rebates. The latter are normally paid in later quarters. Other Financing Uses is restricted budget for unanticipated needs and includes $500,000 for future tourism related opportunities not yet identified by the department.



Category	2022	2023	2024
Personnel & Benefits	29,283	9,892	35,098
Contracted Services	14,982	675,228	55,094
Operating Supplies & Equipment	30		
Total	**44,294**	**685,121**	**90,192**

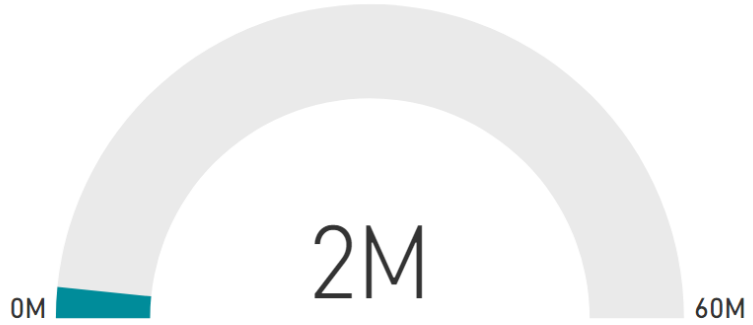
FY 2023-2024 FIRST QUARTER: HALF CENT SALES TAX FUND

REVENUES

Select Revenue or Expense

- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	6,561,367	1,887,520	29%
Other	53,000,000		
Total	**59,561,367**	**1,887,520**	**3%**



1/2 Cent Sales Tax Fund Relevant Information

Town Council adopted Ordinance 2021.022 to amend the Town Tax Code by increasing the tax rate on certain activities by one-half cent for a new multi-generational recreation facility. Collections through the first quarter of the fiscal year continue to exceed expectations as the economy continues to perform better than anticipated in an uncertain economic environment. Collections from the tax continue to average more than $600,000 per month.



Category	2023	2024
Sales Tax	1,809,158	1,887,520
Total	**1,809,158**	**1,887,520**

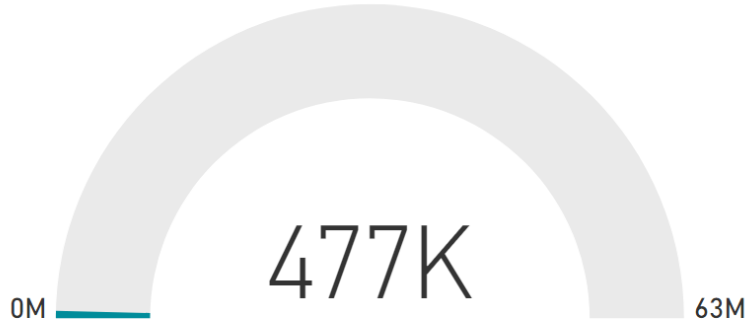
FY 2023-2024 FIRST QUARTER: HALF CENT SALES TAX FUND

EXPENSES

Select Revenue or Expense

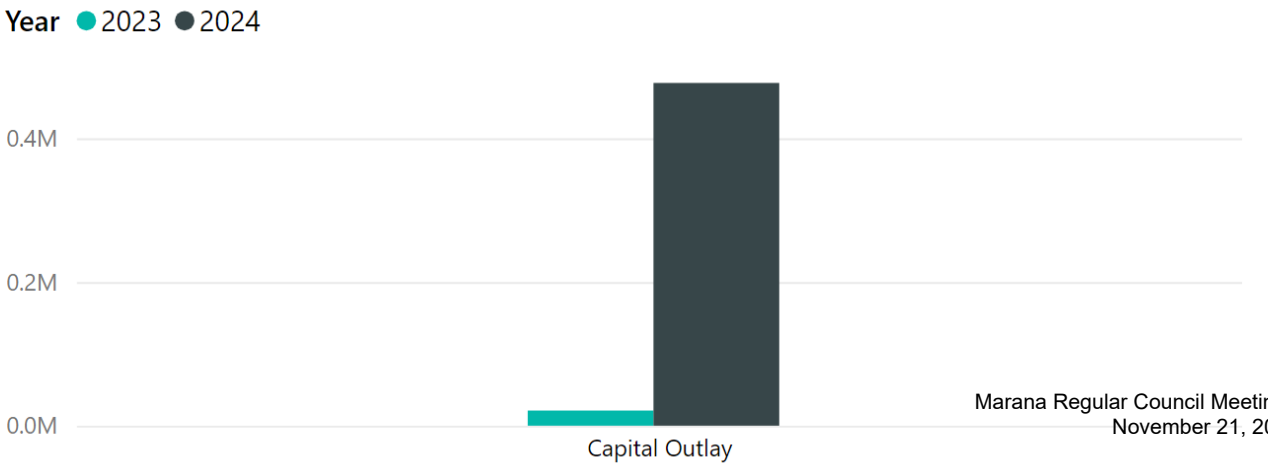
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Capital Outlay	60,670,697	477,153	1%
Debt Service	2,500,000		
Total	**63,170,697**	**477,153**	**1%**



1/2 Cent Sales Tax Fund Relevant Information

The FY2024 budget is associated with the design and construction and equipping of a new multi-generational recreation facility. As construction gets under way in the second quarter, additional costs will be shown here.



Category	2023	2024
Capital Outlay	21,070	477,153
Total	**21,070**	**477,153**

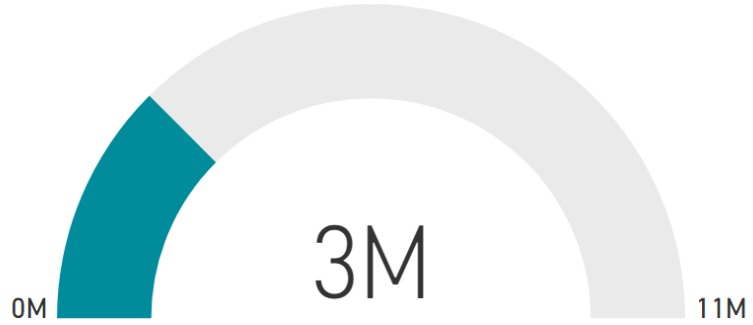
FY 2023-2024 FIRST QUARTER: WATER OPERATING FUND

REVENUES

Select Revenue or Expense

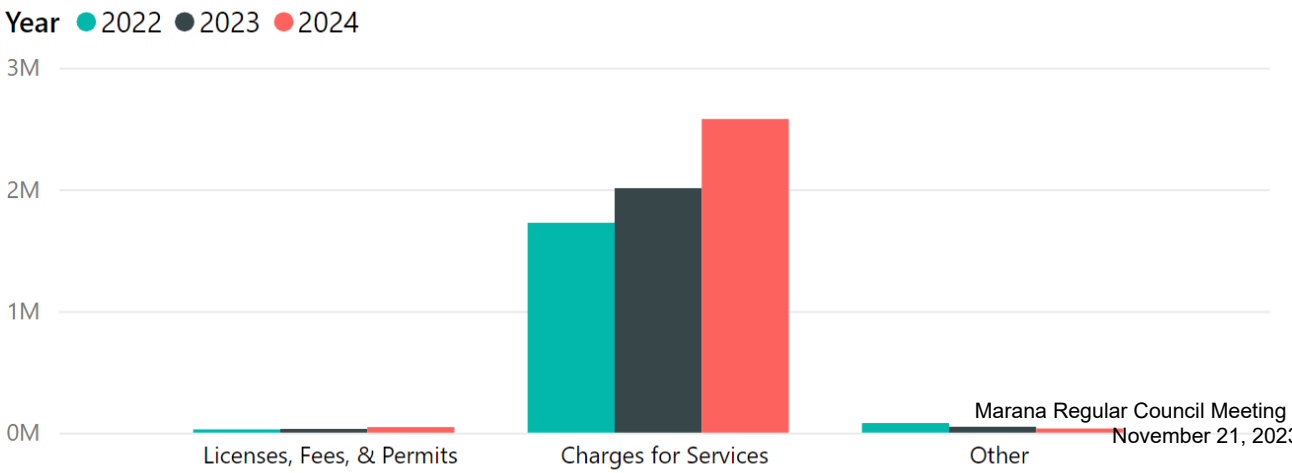
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Intergovernmental	328,000		
Licenses, Fees, & Permits	130,000	45,408	35%
Charges for Services	8,622,500	2,599,560	30%
Other	1,606,419	33,799	2%
Total	**10,686,919**	**2,678,767**	**25%**



Water Fund Relevant Information

The current rates and fees for Marana Water customers can be found at - http://www.maranaaz.gov/water-rates-and-fees. Charges for Services (water sales) comprise the majority of the revenue for the fund. First quarter revenue collections are slightly above expectations for FY2024. Other revenue is primarily comprised of planned interfund transfers used for debt service payments.



Category	2022	2023	2024
Licenses, Fees, & Permits	26,490	30,304	45,408
Charges for Services	1,740,154	2,031,190	2,599,560
Other	78,475	48,190	33,799
Total	**1,845,119**	**2,109,684**	**2,678,767**

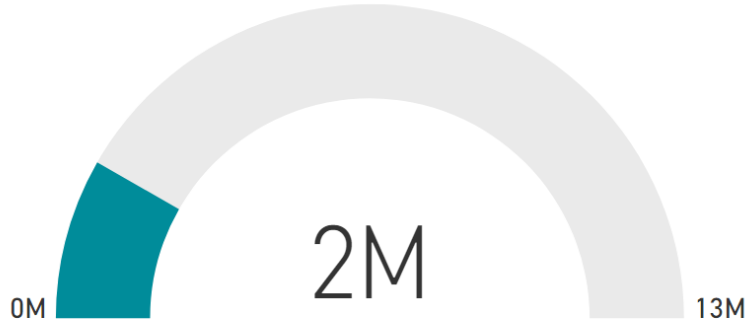
FY 2023-2024 FIRST QUARTER: WATER OPERATING FUND

EXPENSES

Select Revenue or Expense

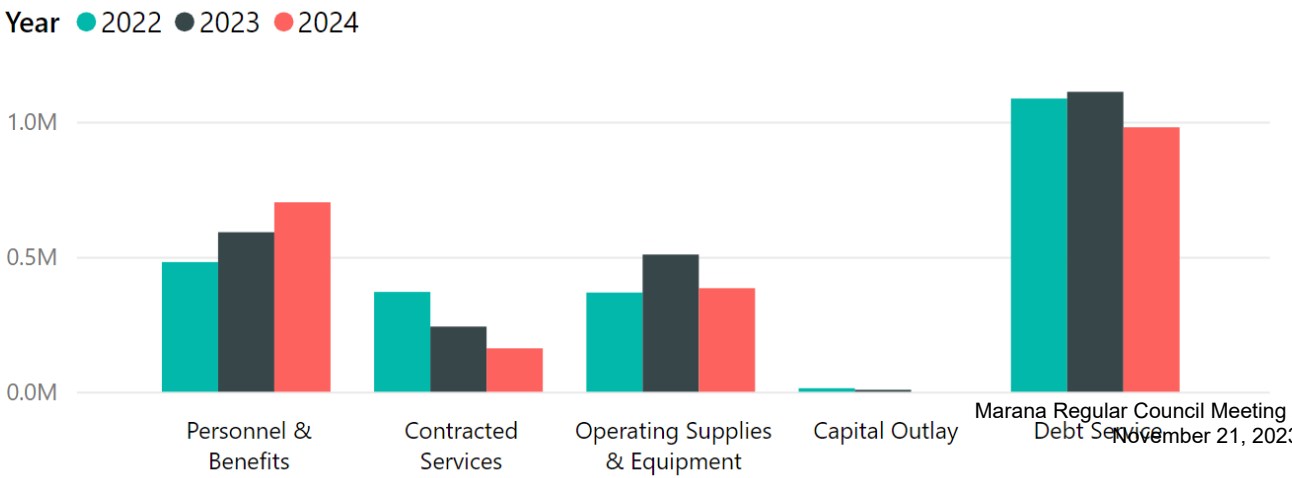
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	3,544,061	701,461	20%
Contracted Services	2,637,734	160,728	6%
Operating Supplies & Equipment	2,425,613	382,855	16%
Capital Outlay	322,000		
Debt Service	1,372,213	979,203	71%
Other Financing Uses	3,153,585		
Total	**13,455,206**	**2,224,246**	**17%**



Water Fund Relevant Information

Overall, FY2024 first quarter expenses for the Water Operating Fund continue to be below budget levels but within expectations. Personnel & Benefits are below expectations due to turnover in a number of positions. Debt Service is related to WIFA loan payments made in the first quarter of FY2024. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is associated with planned transfers to the Water Capital Fund for the construction of capital projects.



Category	2022	2023	2024
Personnel & Benefits	480,135	590,751	701,461
Contracted Services	369,593	240,922	160,728
Operating Supplies & Equipm...	367,295	508,032	382,855
Capital Outlay	13,000	7,200	
Debt Service	1,085,612	1,110,510	979,203
Total	**2,315,634**	**2,457,416**	**2,224,246**

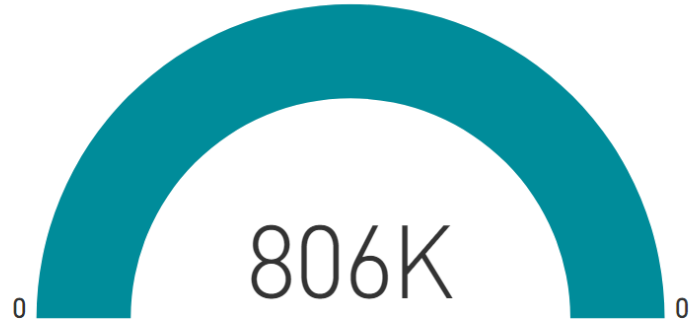
FY 2023-2024 FIRST QUARTER: WATER RECLAMATION OPERATING FUND

REVENUES

Select Revenue or Expense

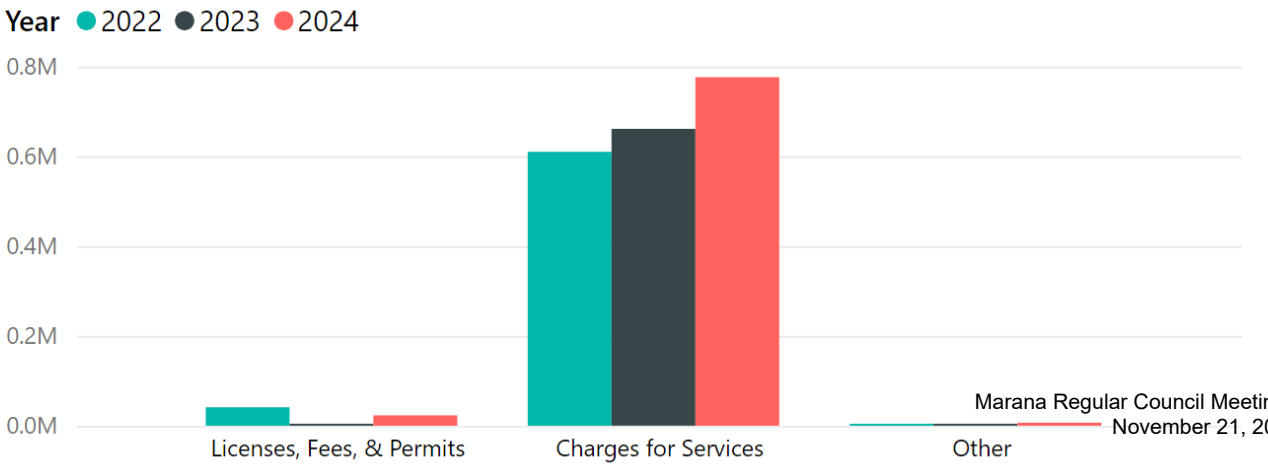
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Licenses, Fees, & Permits	130,000	23,032	18%
Charges for Services	3,070,105	776,288	25%
Other	847,020	6,638	1%
Total	**4,047,125**	**805,958**	**20%**



Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customers can be found at - http://www.maranaaz.gov/water-rates-and-fees. Charges for Services (sewer rates) comprise the majority of the revenue for the fund. Overall, preliminary FY2024 first quarter revenue collections are within expectations with inspection fee revenues expected to recover in furture quarters. The majority of Other planned revenue is related to budgeted transfers between funds for debt service payments.



Category	2022	2023	2024
Licenses, Fees, & Permits	41,021	1,249	23,032
Charges for Services	610,054	661,206	776,288
Other	12,209	1,602	6,638
Total	**663,284**	**664,056**	**805,958**

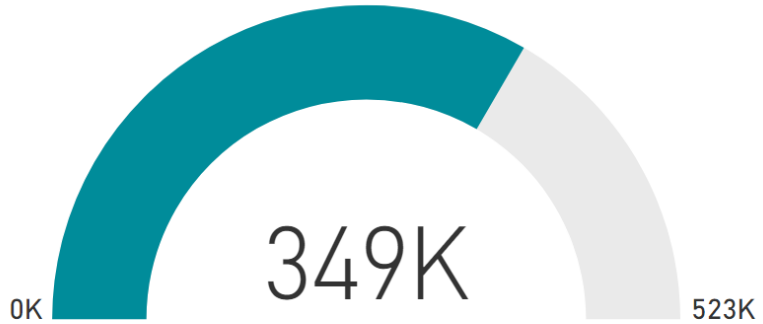
FY 2023-2024 FIRST QUARTER: WATER RECLAMATION OPERATING FUND

EXPENSES

Select Revenue or Expense

- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	780,944	167,355	21%
Contracted Services	1,333,077	80,593	6%
Operating Supplies & Equipment	438,012	60,634	14%
Capital Outlay	112,300		
Debt Service	866,981	40,329	5%
Other Financing Uses	2,137,575		
Total	**5,668,889**	**348,912**	**6%**



Water Reclamation Fund Relevant Information

Overall, first quarter expenses for the Water Reclamation Operating Fund are within or below expectations at this time of year. Debt Service is related to annual WIFA loan payments. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is associated with transfers for capital improvement projects.



Category	2022	2023	2024
Personnel & Benefits	123,447	136,741	167,355
Contracted Services	152,742	219,232	80,593
Operating Supplies & Equipm...	89,703	88,996	60,634
Debt Service	44,325	39,401	40,329
Total	**410,217**	**484,371**	**348,912**

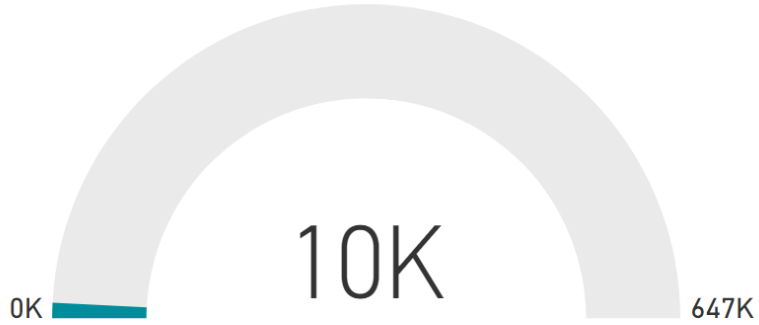
FY 2023-2024 FIRST QUARTER: AIRPORT OPERATING FUND

REVENUES

Select Revenue or Expense

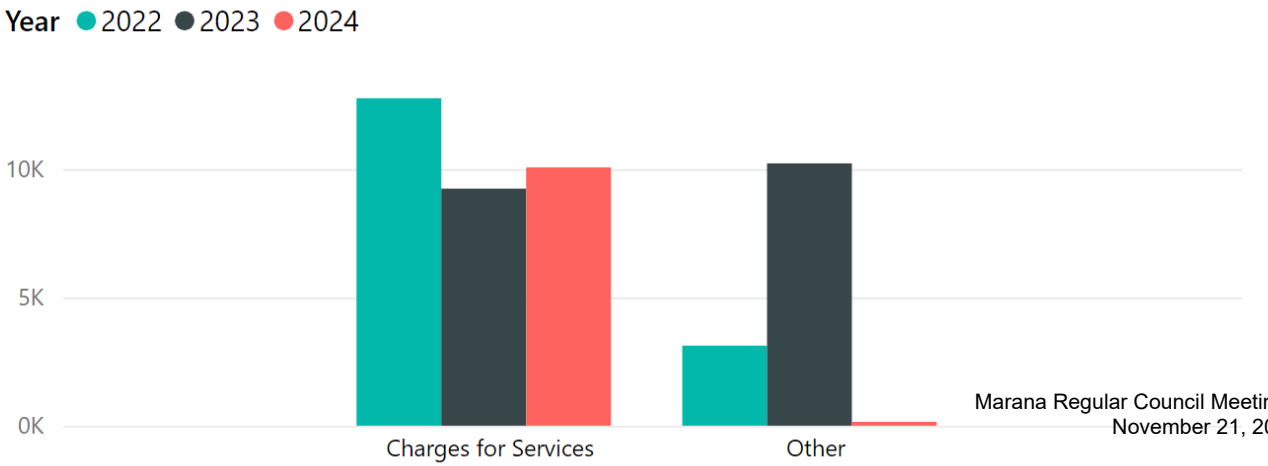
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Charges for Services	347,672	10,068	3%
Other	299,490	150	0%
Total	**647,162**	**10,218**	**2%**



Airport Fund Relevant Information

Overall, preliminary first quarter revenue collections for the Airport Fund are in line with expectations. Other revenue is primarily comprised of miscellaneous revenues and transfers between funds scheduled to be completed as the Town reconciles and closes the books at the end of the fiscal year.



Category	2022	2023	2024
Charges for Services	12,764	9,239	10,068
Other	3,120	10,225	150
Total	**15,884**	**19,464**	**10,218**

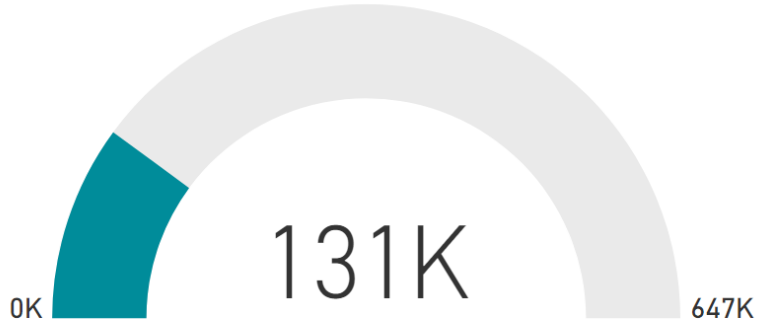
FY 2023-2024 FIRST QUARTER: AIRPORT OPERATING FUND

EXPENSES

Select Revenue or Expense

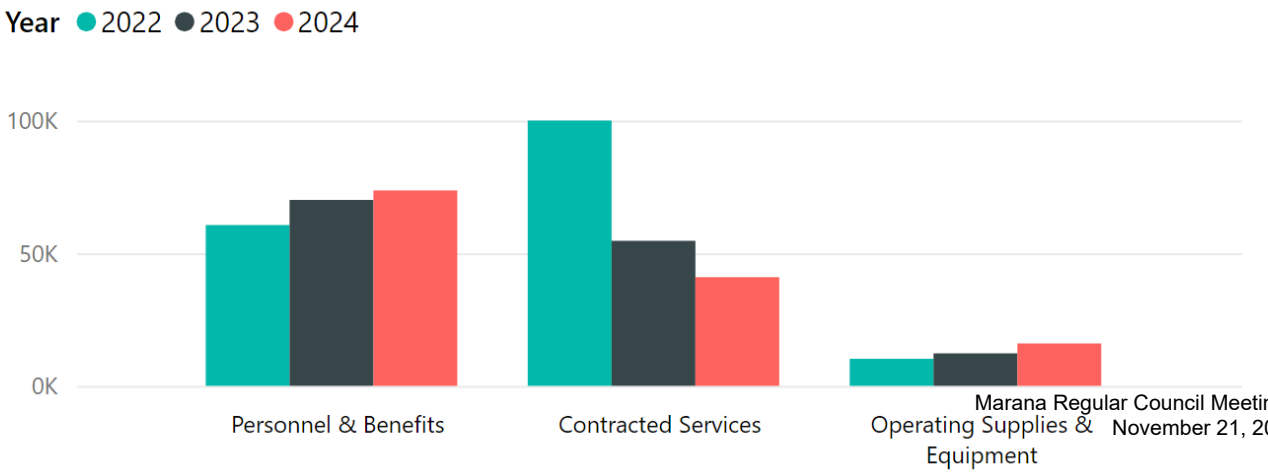
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	324,362	73,663	23%
Contracted Services	254,950	40,963	16%
Operating Supplies & Equipment	67,850	15,974	24%
Total	**647,162**	**130,600**	**20%**



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are in line with expectations through the first quarter of FY2024. Costs related to CIP projects are captured in other funds.



Category	2022	2023	2024
Personnel & Benefits	60,623	70,093	73,663
Contracted Services	100,021	54,674	40,963
Operating Supplies & Equipm...	10,189	12,246	15,974
Total	**170,833**	**137,013**	**130,600**

Council-Regular Meeting **P2**

Meeting Date: 11/21/2023

To: Mayor and Council

Submitted For: Andrea De La Cruz, Assistant to the Town Manager

From: Andrea De La Cruz, Assistant to the Town Manager

Date: November 21, 2023

Strategic Plan Focus Area:
Thriving Commerce, Vibrant Community, Cherished Heritage, Proactive Public Services, Healthy Lifestyles, Not Applicable

Subject: Relating to Strategic Planning; presentation and discussion regarding the Town's progress in implementing the Marana Strategic Plan Five (Andrea De La Cruz)

Discussion:

The Marana Town Council adopted Strategic Plan Five on September 6, 2022. The purpose of the Strategic Plan is to provide focus to municipal operations during Fiscal Year 2023 to Fiscal Year 2025. The Strategic Plan sets out five strategic focus areas to guide the Town in budgetary and policy decisions:

1. Cherished Heritage
2. Vibrant Community
3. Thriving Commerce
4. Healthy Lifestyles
5. Proactive Public Services

After adoption of Strategic Plan Five, Staff began the implementation process of the goals and strategies outlined in the plan and is tracking the plan's progress through the use of Envisio. The purpose of tonight's presentation is to report on the Town's progress for Quarter 1 of Fiscal Year 2024 and to highlight key accomplishments.

This progress update serves as a commitment to the Marana residents and stakeholders to provide transparency regarding the goals and strategies identified in the plan. The public can view the Town's progress at https://www.maranaaz.gov/strategic-plan.

Staff Recommendation:
Presentation of Strategic Plan Five progress only.

Suggested Motion:
Presentation of Strategic Plan Five progress only.

Attachments

No file(s) attached.

Council-Regular Meeting **P3**

Meeting Date: 11/21/2023

To: Mayor and Council

Submitted For: Ricardo Carlos, Technology Services Director

From: Richelle Valenzuela, Executive Assistant

Date: November 21, 2023

Strategic Plan Focus Area:
Thriving Commerce, Proactive Public Services

Strategic Plan Focus Area Additional Info:

Subject: Relating to Technology Services; presentation providing an update on the Connect Pima Digital Inclusion and Infrastructure Action Plan designed to guide the development of broadband infrastructure, the implementation of digital literacy initiatives, and the increase of devices and tools for connectivity in Pima County (Ricardo Carlos)

Discussion:

Connect Pima's mission is to ensure everyone in the County has affordable, reliable high-speed internet and the tools they need to successfully participate in society. Connect Pima seeks to fulfill its mission through the development of broadband infrastructure, the implementation of digital literacy initiatives, and through increasing access to devices and tools for connectivity throughout the County.

This presentation item involves an update provided by representatives from Pima County on the Connect Pima Digital Inclusion and Infrastructure Action Plan.

Staff Recommendation:

Presentation Only.

Suggested Motion:
Presentation Only.

Attachments

Connect Pima Presentation

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connect pima

Digital Inclusion & Infrastructure Action Plan

Michelle Simon,
Director, Office of Digital Inclusion

Javier Baca,
Pima County IT Director

PIMA COUNTY

connect pima

Connect Pima's mission *is to ensure that everyone in Pima County has affordable, reliable high-speed internet and the tools they need to successfully participate in our society and economy.*

Connect Pima uses a three-pronged approach to improve digital inclusion by guiding:

- The development of broadband infrastructure.
- The implementation of digital literacy initiatives.
- Increased access to devices and tools for connectivity throughout Pima County.

WHAT IS CONNECT PIMA?

PIMA COUNTY

connect pima

Data from The National Telecommunications and Information Administration (NTIA) shows large swaths of Pima County and metro-Tucson with **broadband rates below** the Federal Communications Commission minimum standard.

According to a June 2021 report:

- 85% of Pima County households had broadband of some type.
- 12% had no internet access.
- 8% had no computer, smartphone or tablet.

Connect Pima: Household Poverty and Internet Access by Block Group

ACCESS IN PIMA COUNTY

PIMA COUNTY

connect pima

Digital Inclusion *refers to the activities necessary to ensure that all individuals and communities, including the most disadvantaged, have access to and use of Information and Communication Technologies (ICTs).*

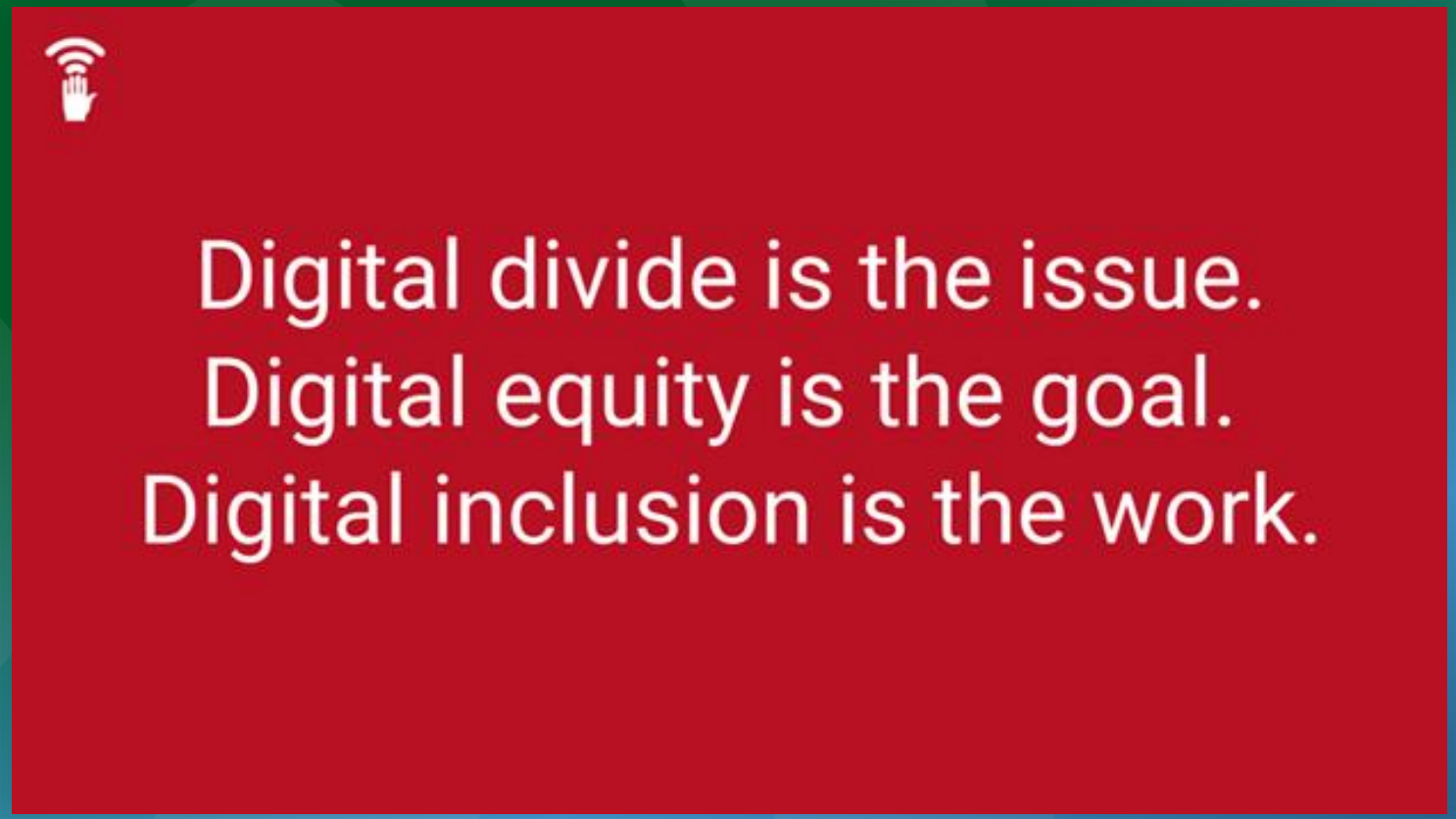
This includes five elements:

1. Affordable, robust broadband internet service.
2. Internet-enabled devices that meet the needs of the user.
3. Access to digital literacy training.
4. Quality technical support.
5. Applications and online content designed to enable and encourage self-sufficiency, participation and collaboration.

WHAT IS DIGITAL INCLUSION?

PIMA COUNTY

connect pima



-- digitalinclusion.org

DIGITAL INCLUSION

PIMA COUNTY

connect pima

Pima County awarded grant to increase broadband's reach

The U.S. Commerce Department announced June 16, 2023, that Pima County will receive a $30.3 million grant to expand high-speed internet infrastructure and increase internet access for residents in unserved or underserved areas.

The five-year grant from the National Telecommunications Information Administration (NTIA) will fund the creation of a 134-mile open access fiber ring around the county.

The grant requires the County and local partners to contribute nearly $13 million in local funds or in-kind contributions, bringing the total budget for the project to more than $43 million.

ENABLING MIDDLE MILE BROADBAND INFRASTRUCTURE GRANT AWARD

PIMA COUNTY

connect pima

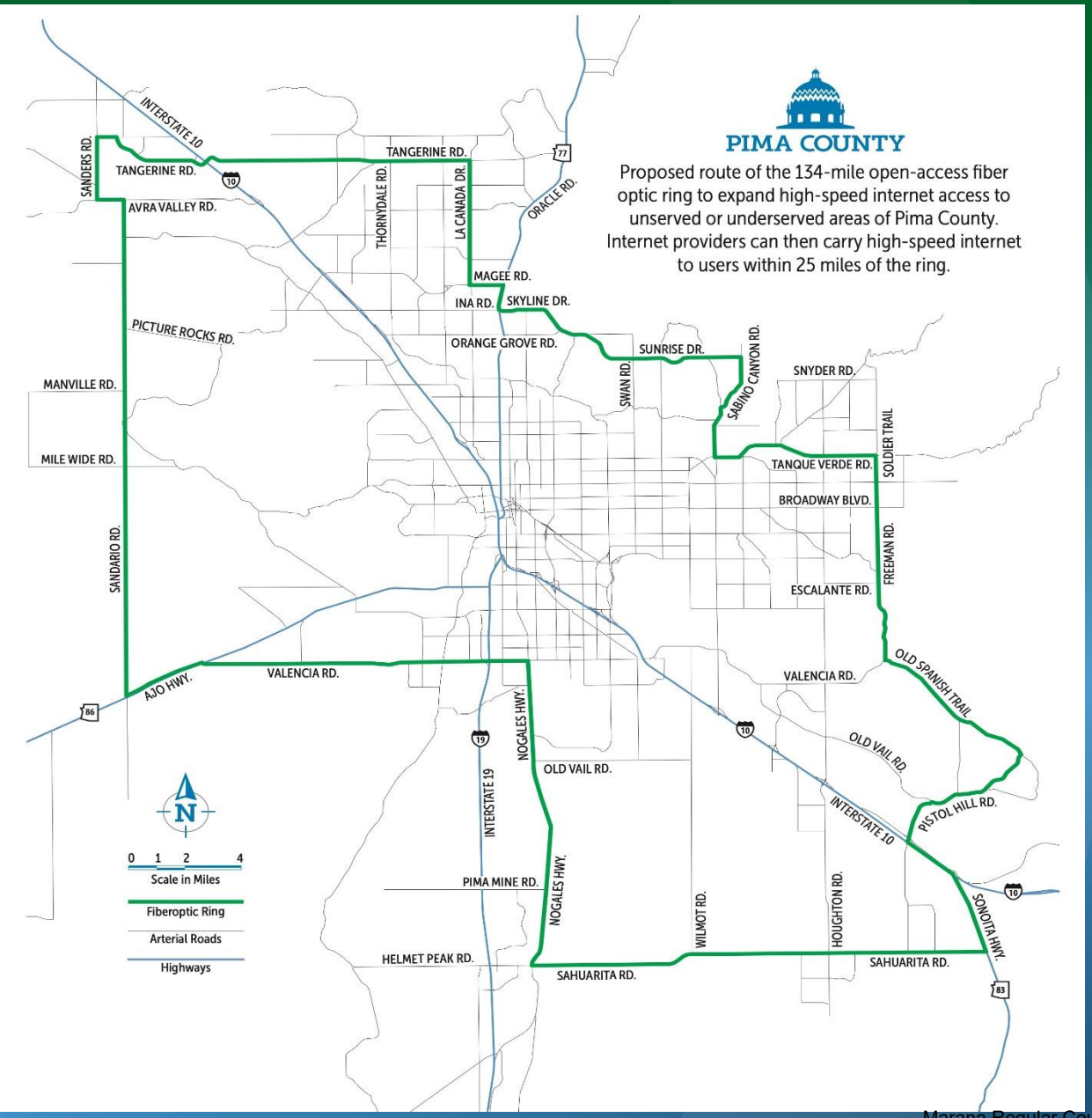
- 5-year project starting July 1, 2023.
- National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) requirements must be met before construction.
- Requests for proposals will be issued for subject matter experts for environmental assessments and construction/management of the fiber ring.

PROJECT TIMELINE AND REQUIREMENTS

PIMA COUNTY

connect pima

134-MILE FIBER RING



PIMA COUNTY

connect pima

Once in a lifetime opportunity to improve connectivity.

“We live in a digital age, and if you want to grow and prosper as a community, everyone in the community needs to have access to the tools that bring opportunities for success.”
-- County Administrator Jan Lesher

“When it comes to education, we shouldn’t have a system of haves and have nots, and that’s the part of this grant that has me the most excited because it will give struggling families access to tools that a lot of us take for granted.”
-- District 1 Supervisor Rex Scott

COUNTY VOICES

PIMA COUNTY

connect pima

QUESTIONS??

PIMA COUNTY

Council-Regular Meeting **P4**

Meeting Date: 11/21/2023

To: Mayor and Council

Submitted For: Jing Luo, Water Director

From: Jing Luo, Water Director

Date: November 21, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Relating to Water: presentation from a representative of the Central Arizona Project (CAP) Board providing an update on the status of the lower Colorado River Basin water supply (Jing Luo)

Discussion:

The Central Arizona Project (CAP) delivers Colorado River water to nearly six million people, constituting over 80% of the state's population across Maricopa, Pinal, and Pima counties. The CAP system transports water from Lake Havasu near Parker to the southern boundary of the San Xavier Indian Reservation southwest of Tucson, spanning a 336-mile-long network of aqueducts, tunnels, pumping plants, and pipelines.The Town of Marana currently has an allocation of 2,336 AFY (acre-feet per year) under the Municipal and Industrial (M&I) category of CAP Water. This allocation accounts for approximately 31% of Marana's Designated Assured Water Supply (DAWS). The Lower Colorado River Basin is currently experiencing a Tier 2a shortage for the year 2023.

Members of the CAP Board will provide the most recent updates on the status of the Colorado River water supply as well as the latest information regarding CAP operations.

Staff Recommendation:

Presentation only.

Suggested Motion:
Presentation only.

Attachments

Presentation



Marana Town Council

KAREN CESARE

CAWCD BOARD SECRETARY

NOVEMBER 21, 2023

CAP
CENTRAL ARIZONA PROJECT
YOUR WATER. YOUR FUTURE.

CAP Facts & Figures

CAP
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Central Arizona Project

336-mile aqueduct stretches from Lake Havasu to Tucson, this includes:

- 14 pumping plants that lift water nearly 3,000 feet
- 10 siphons, 4 tunnels
- Lake Pleasant – our storage reservoir, New Waddell Dam and Waddell Pump Generating Plant

Deliveries began in 1985

Construction was complete in 1993



CAP Service Area

3 counties – Maricopa, Pinal and Pima

Serves region where 80% of the state's population resides, with nearly 6 million people

Supply allocated 46% to tribes and 54% municipal





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CAP Water: Marana

- Marana has several water supplies, but relies primarily on groundwater
- Marana's CAP allocation is stored at the Lower Santa Cruz Recharge Project.
- Central Arizona Groundwater Replenishment District (CAGRD) Member Service Area

CAP CENTRAL ARIZONA PROJECT
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CAWCD Governance

CAWCD is governed by a 15-member Board of Directors

Each Board member is elected from CAP's three-county service area and serves a staggered, unpaid six-year term:

- 10 from Maricopa
- 4 from Pima
- 1 from Pinal



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Colorado River Basin and Shortage

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Colorado River Allocation

Upper Basin States: Colorado, New Mexico, Utah, and Wyoming

Lower Basin States: Arizona, California, and Nevada

7.5 million acre-feet (MAF) annual allocation of Colorado River water for the Upper Basin, 7.5 MAF for the Lower Basin and 1.5 MAF for Mexico

Lower Basin allocations

- AZ (2.8 MAF)
- CA (4.4 MAF)
- NV (0.3 MAF)

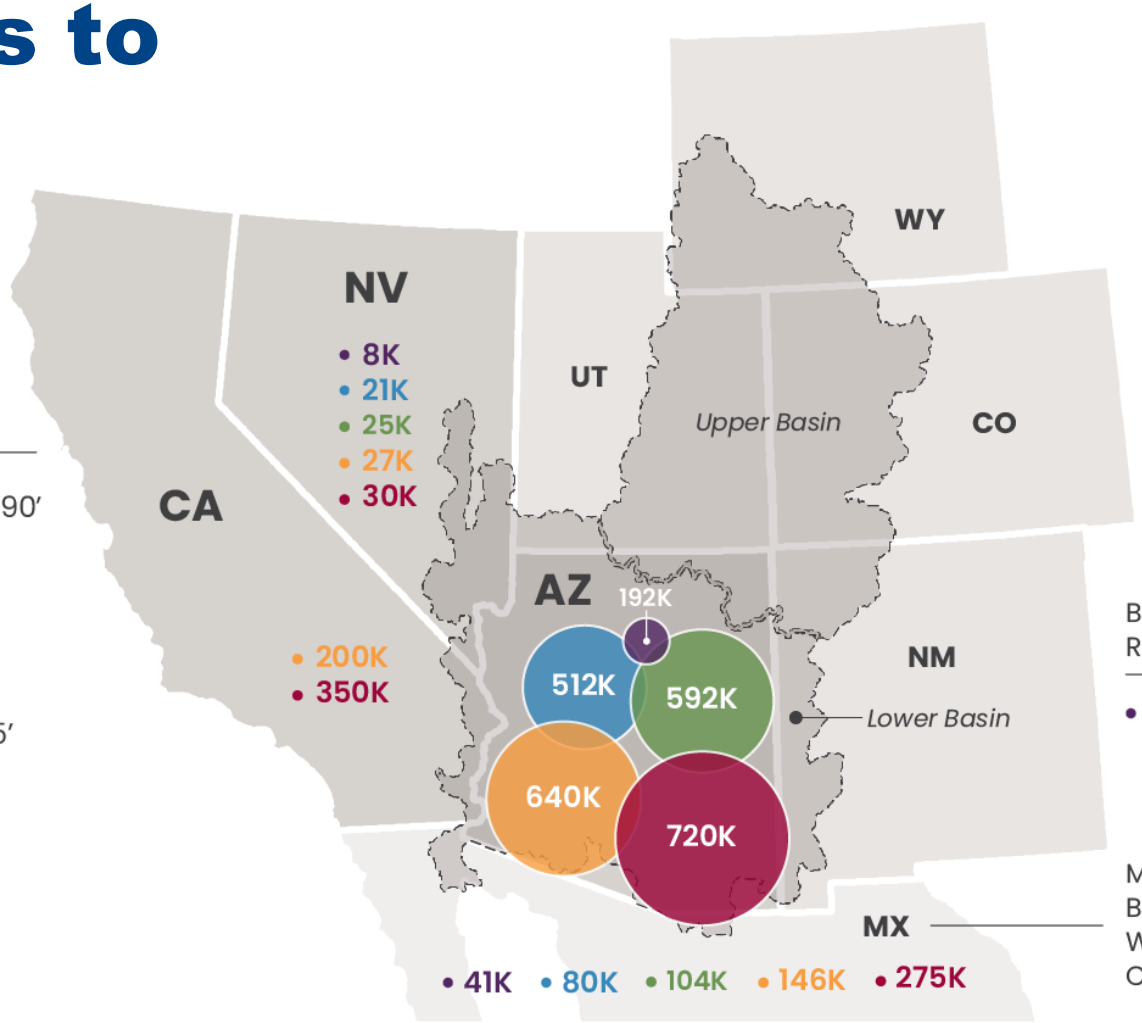


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Lower Basin DCP Contributions to Lake Mead

IN ACRE-FEET PER ELEVATION PER YEAR

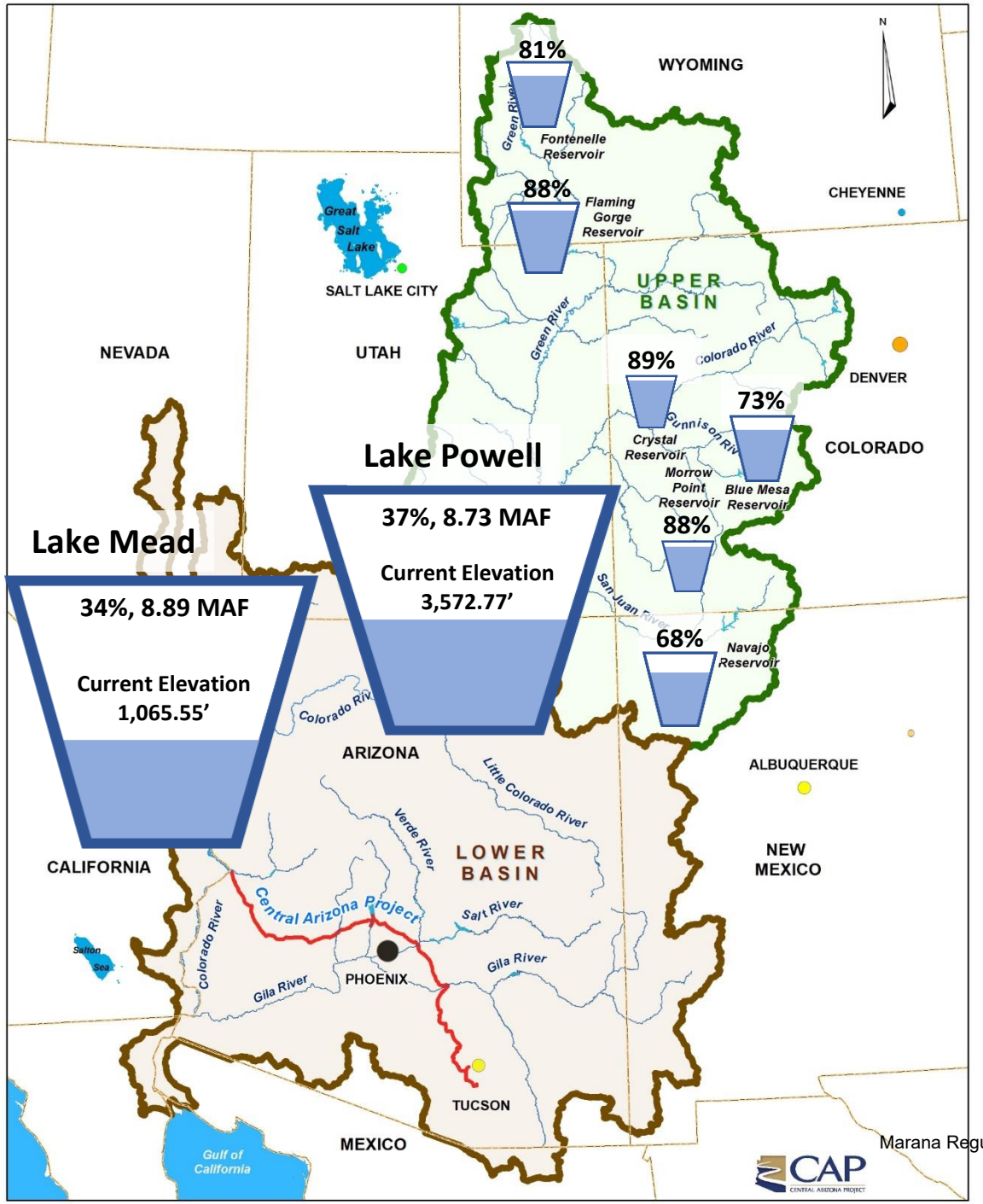
- **Tier Zero**: Less than 1,090′
- **Tier 1**: Less than 1,075′
- **Tier 2**: Less than 1,050′
- **Tier 2b**: Less than 1,045′
- **Tier 3**: Less than 1,025′



Bureau of Reclamation

• 100K / year

Minute 323 Binational Water Scarcity Contingency Plan



Colorado River Water Supply Report

As of October 29, 2023

System Contents: 25.011 MAF

Last Year System Contents: 19.425 MAF

Reservoir Capacities (MAF)			
Reservoir	**Current**	**Change***	**Maximum**
Lake Mead	8.85	- 0.02	26.12
Lake Powell	8.73	- 0.06	23.31
Flaming Gorge Reservoir	3.23	- 0.03	3.67
Fontenelle Reservoir	0.27	- 0.01	0.33
Navajo Reservoir	1.12	- 0.03	1.65
Blue Mesa Reservoir	0.60	- 0.03	0.82
Morrow Point Reservoir	0.10	- 0.01	0.12
Crystal Reservoir	0.02	0.00	0.02

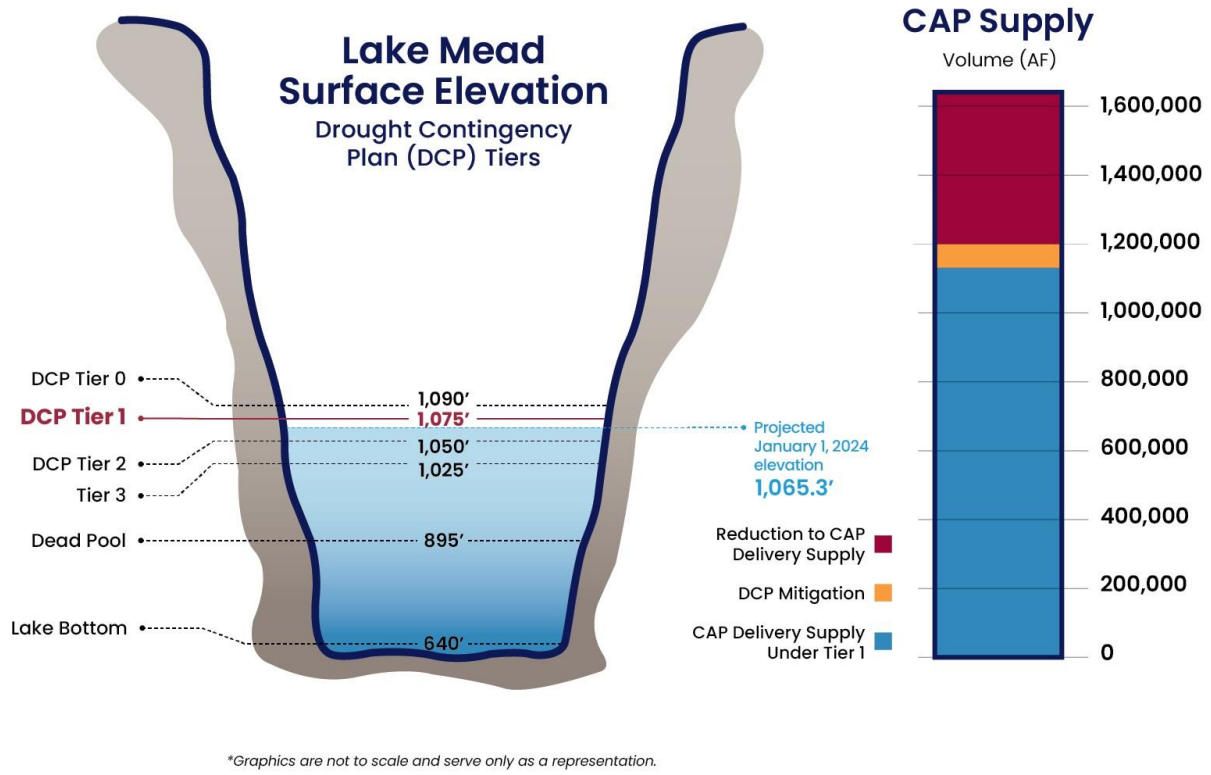
*With respect to previous month's report

CAP CENTRAL ARIZONA PROJECT
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CAP Contributions in Shortage: 2024

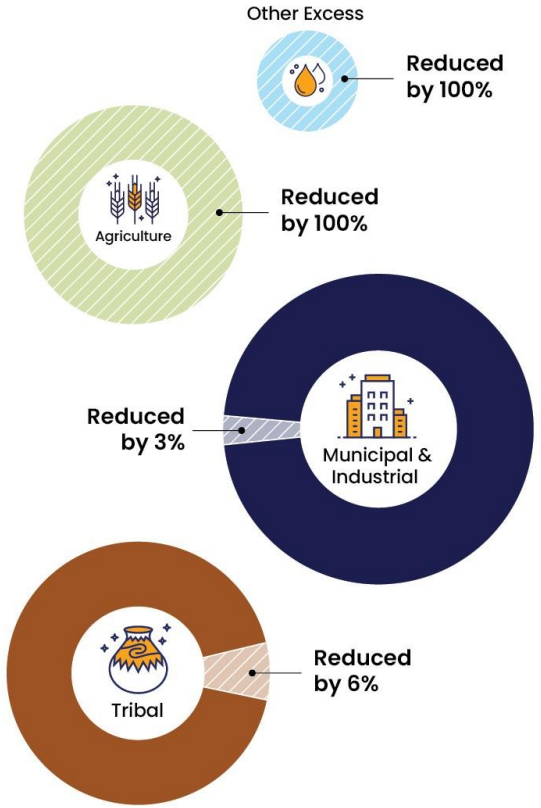
2024 Tier 1 Shortage

CAP Delivery System under Tier 1



*Graphics are not to scale and serve only as a representation.

2024 Reductions to CAP Contract Categories



Large-scale conservation



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Central Arizona Groundwater Replenishment District

What is CAGRD?

Central Arizona Groundwater Replenishment District (CAGRD) was created in the mid-1990s to help water providers and landowners comply with Arizona's groundwater laws

CAGRD plays an important role in Central Arizona's groundwater management by replenishing groundwater pumped by its members

CAGRD
CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT
A Division of Central Arizona Project

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CAGRD's Relationship to CAP

Not a separate entity – a special function of CAP

Governed by the CAWCD Board of Directors and serves members in Maricopa, Pima & Pinal counties

Financially separate – funded solely by members



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Ways CAGRD Replenishes



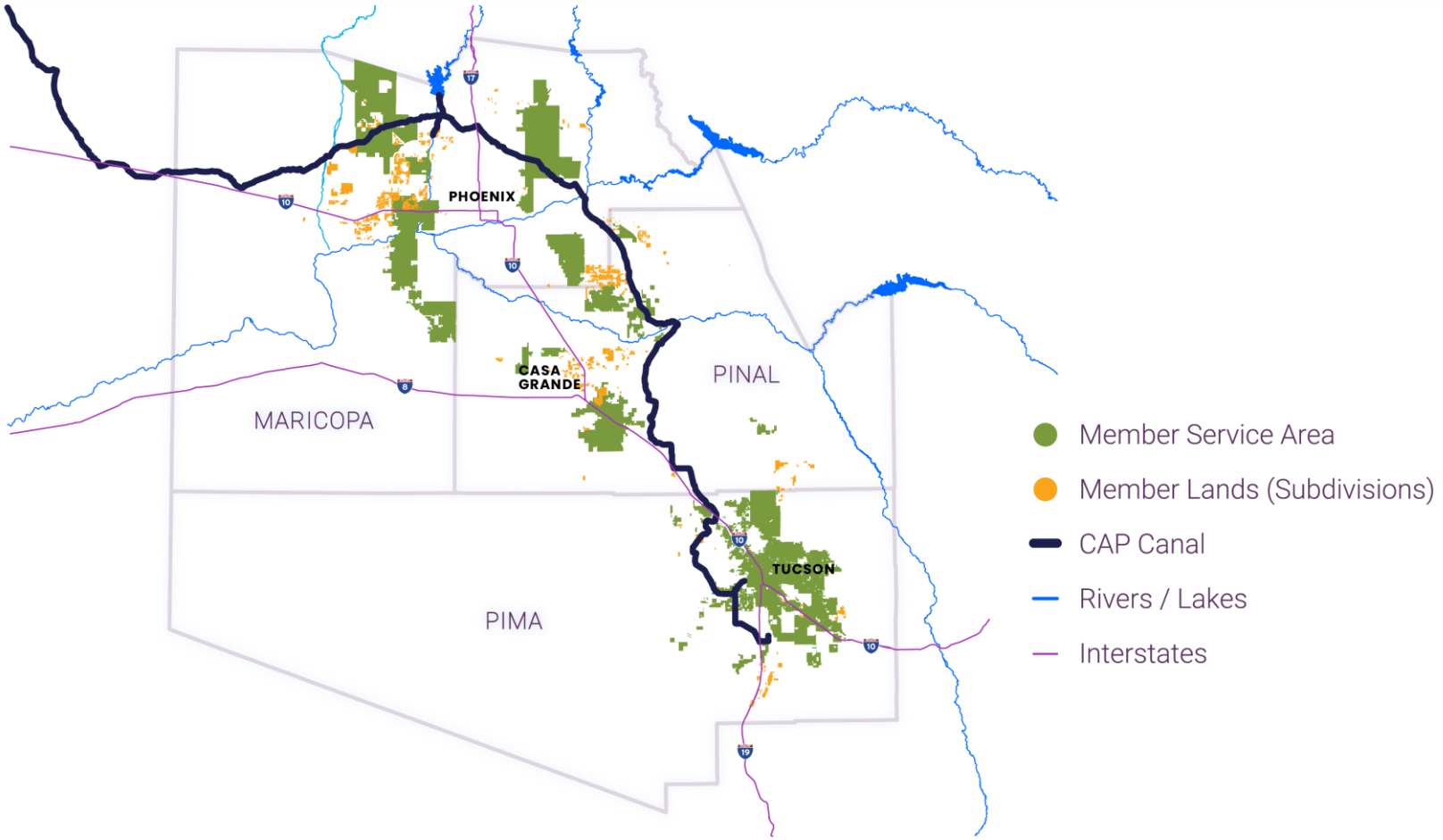
Agua Fria Recharge Project



Maricopa-Stanfield Irrigation and Drainage District

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CAGRD Members



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CAGRD Plan of Operation

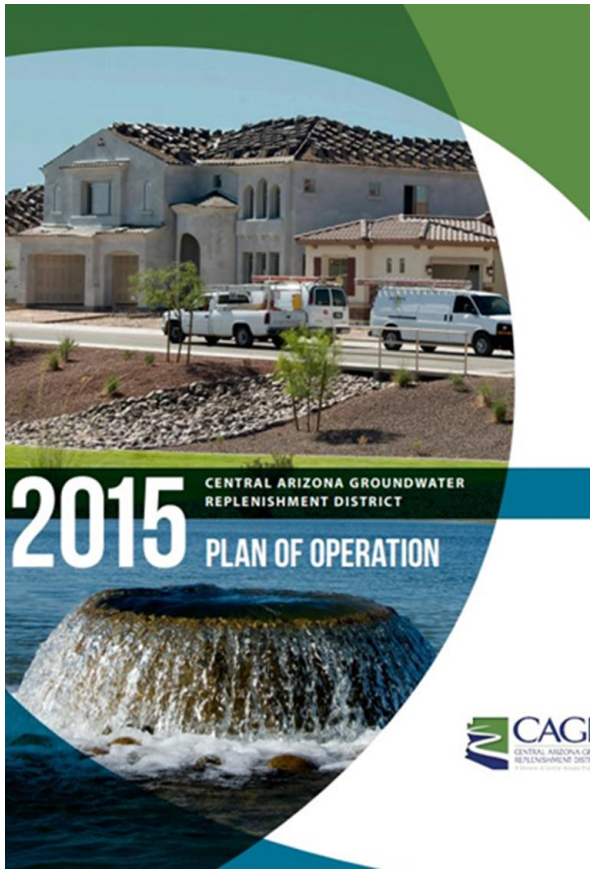
By statute, CAGRD operates under a 10-year Plan of Operation.

All Plans have been developed with public input and have been approved by ADWR.

The current 10-year Plan of Operation was approved by ADWR on August 5, 2015.

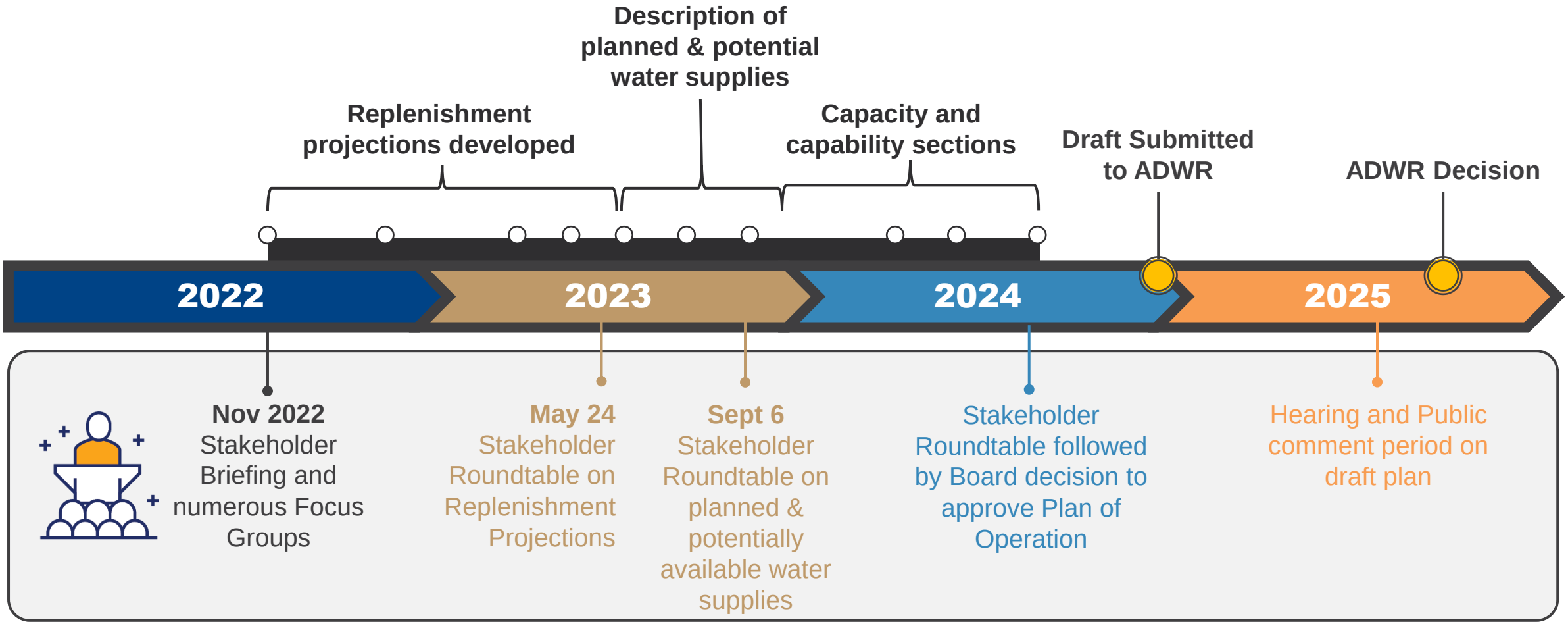
Describes the projected obligations and water resources to meet those current and future obligations.

Last year, CAGRD staff began a multi-year effort to develop the next Plan of Operation.



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2025 Plan of Operation Timeline



○ *Committee Meetings* ● *Stakeholder/Roundtable Meetings*

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What's next?

CAP
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Post-2026 Process

CAP emphasized certain concepts:

- Balancing the Colorado River System
- Compliance with Colorado River Compact
- Implementing ICS or a similar storage mechanism
- Augmentation and Exchanges

Basin States anticipate working together to develop an alternative for Post-2026 EIS

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Proposed Water Education Center

Create a new accessible space on the CAP Headquarters campus to offer new visitor experiences that explore CAP's history, its operations and its impact on Arizona.

Pima County residents will have an opportunity to give their input on the architecture and exhibits at a public open house: Friday, Dec. 8, 11 a.m. to 1 p.m., El Rio Center, 1390 W. Speedway Blvd., Tucson

Take our survey:





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For More Information:

CAP's news site – **KnowYourWaterNews.com**

CAP's main website (with information on the Drought Contingency Plan and Arizona Reconsultation Committee) – **CentralArizonaProject.com** (search shortage)

Other resources:

Arizona Department of Water Resources -- **new.azwater.gov**

US Bureau of Reclamation – **usbr.gov**



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CAP
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Thank You!
YOUR WATER. YOUR FUTURE.

Council-Regular Meeting **C1**

Meeting Date: 11/21/2023

To: Mayor and Council

From: Luke Fischer, Senior Assistant Town Attorney

Date: November 21, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2023.040: Relating to Business Regulations; adopting revisions to Title 9 "Business Regulations" of the Marana Town Code; including revising Section 9-2-7 (License renewal) to allow the town to conduct investigations on business license renewals; revising Section 9-2-10 (Grounds for denial, suspension, revocation, or nonrenewal of license) to add an additional ground related to solicitors; adding new Chapter 9-15 (Soliciting in residential areas); and designating an effective date

Resolution No. 2023-107: Relating to Business Regulations; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2023.040, revisions to Title 9 "Business Regulations" of the Marana Town Code; revising Section 9-2-7 (License renewal) to allow the Town to conduct investigations on business license renewals; revising Section 9-2-10 (Grounds for denial, suspension, revocation, or nonrenewal of license) to add an additional ground related to solicitors; and adding new Chapter 9-15 (Soliciting in residential areas) (Luke Fischer)

Discussion:

The Town Council is authorized by A.R.S. § 9-240 to issue business licenses and direct the manner of issuing those licenses. The Town of Marana established Title 9 "Business Regulations" to assist businesses, citizens, and the Town by providing accurate information on the businesses operating in the town, assisting in planning, and protecting the public from fraud and harm. The proposed ordinance contains various revisions to Title 9, but primarily focuses on the activities of solicitors in residential neighborhoods. The following is an outline of the changes made under this ordinance:

- 9-2-7 “License renewal” to allow the Town to conduct investigations on business license renewals.
- 9-2-10 “Grounds for denial, suspension, revocation, or nonrenewal of license” to add an additional ground related to solicitors.
- Add new Chapter 9-15 "Soliciting in Residential Areas" to regulate the activities of solicitors in neighborhoods.

Staff Recommendation:

Town staff recommends adoption of the revisions to the Town Code regarding the regulation of business licenses and solicitors.

Suggested Motion:

I move to adopt Ordinance No. 2023.040, adopting revisions to Marana Town Code Title 9 "Business Regulations" and Resolution No. 2023-107, declaring a public record filed with the Town Clerk, the revisions adopted by Ordinance No. 2023.040.

Attachments

Ordinance No. 2023.040

Resolution No. 2023-107

Exhibit A to Resolution No. 2023-107

MARANA ORDINANCE NO. 2023.040

RELATING TO BUSINESS REGULATIONS; ADOPTING REVISIONS TO TITLE 9 "BUSINESS REGULATIONS" OF THE MARANA TOWN CODE; INCLUDING REVISING SECTION 9-2-7 (LICENSE RENEWAL) TO ALLOW THE TOWN TO CONDUCT INVESTIGATIONS ON BUSINESS LICENSE RENEWALS; REVISING SECTION 9-2-10 (GROUNDS FOR DENIAL, SUSPENSION, REVOCATION, OR NONRENEWAL OF LICENSE) TO ADD AN ADDITIONAL GROUND RELATED TO SOLICITORS; ADDING NEW CHAPTER 9-15 (SOLICITING IN RESIDENTIAL AREAS); AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council is authorized by A.R.S. § 9-240 to authorize the issuance of licenses and to direct the manner of issuing licenses; and

WHEREAS the Town of Marana established Title 9 of the Marana Town Code to assist businesses, citizens, and the Town to collect and provide accurate information on the types and locations of businesses in the town, to help existing business growth and services, to assist in new business planning, and to protect the public from fraud and harm; and

WHEREAS the Town Council finds that revising Title 9 of the Marana Town Code regarding business regulations 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. The amendments to Title 9 "Business Regulations" of the Marana Town Code, one paper copy and one electronic copy of which are on file in the office of the Town Clerk, which were made a public record by and attached as Exhibit A to Resolution No. 2023-107 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of November, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2023-107

RELATING TO BUSINESS REGULATIONS; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2023.040, REVISIONS TO TITLE 9 "BUSINESS REGULATIONS" OF THE MARANA TOWN CODE; REVISING SECTION 9-2-7 (LICENSE RENEWAL) TO ALLOW THE TOWN TO CONDUCT INVESTIGATIONS ON BUSINESS LICENSE RENEWALS; REVISING SECTION 9-2-10 (GROUNDS FOR DENIAL, SUSPENSION, REVOCATION, OR NONRENEWAL OF LICENSE) TO ADD AN ADDITIONAL GROUND RELATED TO SOLICITORS; AND ADDING NEW CHAPTER 9-15 (SOLICITING IN RESIDENTIAL AREAS)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the revisions to Title 9 "Business Regulations" of the Marana Town Code adopted by Marana Ordinance No. 2023.040, a copy of which is attached to and incorporated in this resolution as Exhibit A and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of November, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

SECTION 1. Title 9 "Business Regulations", Chapter 9-2 "Business Licenses", Section 9-2-7 "License renewal" of the Marana Town Code is hereby revised as follows (with additions shown with double-underlining):

9-2-7 License renewal

[No revisions to paragraphs A through C]

D. The licensee shall also submit proof of continuing compliance with all regulations, if any, of the business being operated, including but not limited to, continued possession of any required certification, permit, or similar documentation. The license inspector is authorized to investigate and obtain necessary information to update the original license application and to determine whether the license should be renewed. The license inspector may refer the application to the appropriate town departments for investigation. Based on the investigation, the departments shall recommend to the license inspector approval or denial of the renewal of the business license. The town shall have a reasonable time within which to investigate each business license renewal.

[No revisions to paragraph E]

SECTION 2. Title 9 "Business Regulations", Chapter 9-2 "Business Licenses", Section 9-2-10 "Grounds for denial, suspension, revocation, or nonrenewal of license" of the Marana Town Code is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikeouts~~):

9-2-10 Grounds for denial, suspension, revocation, or nonrenewal of license

A license issued under the provisions of this chapter may be denied, revoked, suspended, or denied renewal upon any one or more of the following grounds:

[No revisions to paragraphs A through H]

I. An employee of the licensee does not comply with the requirements set forth in chapter 9-15 while soliciting in a residential area.

~~I.~~ J. Any other reason or reasons deemed sufficient by the license inspector, as long as the reason or reasons are based upon statutes, ordinances, codes or substantive policy statements which provide justification for the denial, suspension, revocation or nonrenewal of the license.

SECTION 3. Title 9 "Business Regulations" of the Marana Town Code is hereby revised by adding new chapter 9-15 "Soliciting in Residential Areas" as follows:

9-15-1 Applicability

This chapter applies to employees of businesses that are licensed under chapter 9-2. The regulation of individual, natural persons operating as peddlers is addressed in chapter 9-3.

9-15-2 Definition

The following definitions shall apply throughout this chapter unless the context clearly indicates otherwise.

A. "Residential area" means an area in which housing uses predominate over commercial, industrial, or other non-housing uses. Housing uses may include, but are not limited to, single-family housing, multi-family housing, or mobile homes.

B. "Solicit"

1. Means traveling door to door, from place to place, from house to house, or from street to street as an employee of a business licensed under chapter 9-2 and engaging in any of the following activities:

a. Carrying, conveying or transporting goods, wares, merchandise, edible foodstuffs, or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers;

b. Taking, attempting to take, or soliciting orders for sale of goods, wares and merchandise, or edible foodstuffs or provisions for future delivery;

c. Taking, attempting to take, or soliciting orders for services to be furnished or performed in the future; or

d. Promoting or advertising any product or service where no sales or orders are taking place at the time of promotion or advertisement.

2. "Solicit" does not mean the delivery of products previously purchased.

9-15-3 License required

It is unlawful to solicit in a residential area in the town without first obtaining and maintaining a valid business license issued pursuant to and subject to the provisions of chapter 9-2.

9-15-4 Unlawful activities

An employee of a business soliciting in a residential area shall not:

A. Transact or carry on business without having a copy of the business license available for inspection;

B. Make exclusive use of any location on any street, alley, sidewalk or right-of-way for the purpose of selling, delivering, or exhibiting goods or merchandise;

C. Operate in a congested area where the operation may impede or inconvenience the public use of the street, alley, sidewalk, or right of-way. For the purpose of this chapter, the judgment of a police officer, exercised in good faith, is conclusive as to whether the area is congested and the public impeded or inconvenienced;

D. Operate from door to door, from place to place, from house to house, or from street to street earlier than 9:00 a.m. or later than 7:00 p.m. on any day.

E. Come upon any premises posted with a sign exposed to public view bearing the words “no peddlers” or “no canvassers” or “no solicitors” or any combination of those or similar terms, or remain on any premises after having been requested to leave by the owner or occupant of the premises whether they are posted as specified above or not; or

F. Enter or remain unlawfully on any real property after reasonable notice prohibiting entry.

Council-Regular Meeting **C2**

Meeting Date: 11/21/2023

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: November 21, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-108: Relating to Budget; approving the transfer of $44,000, $41,000, $330,000, $5,000, $2,200, $1,250 and $74,500 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within the Community & Neighborhood Services Department, the Tangerine Farms Road Improvement District Fund, the Health Benefits Fund, the Northeast Streets Facilities Benefit Area Impact Fee Fund, the 2017B Excise Tax Series Bonds debt service Fund, the Gladden Farms CFD debt service Fund, and the Gladden Farms, Phase II CFD debt service fund, respectively, in the fiscal year 2022-2023 budget (Yiannis Kalaitzidis)

Discussion:

The budget for fiscal year 2022-2023 was adopted on June 21, 2022, which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds. Council approval is required for budgetary transfers between General Fund departments, between funds, and for any transfer of contingency. The purpose of this item is to request transfers of General Fund contingency to the Community and Neighborhood Services Department and a number of other funds, which exceeded their legal level of budgetary control due to unanticipated costs. The requested transfer of budgeted expenditure authority between the General Fund and the other funds identified in this item will not transfer cash between funds. There are adequate cash balances in the respective funds to cover these unanticipated costs. This item is part of the normal year-end annual closing and reconciliation process. The following provides additional detail on those costs.

Unanticipated Community & Neighborhood Services Department Costs
Transfer of General Fund expenditure authority from the contingency line item to the Community & Neighborhood Services Department restricted budget line item for the amount of $44,000 primarily as a result of the following:

- Personnel Costs – Overall budget overages were due to a combination of factors including unanticipated overtime, greater than budgeted retirement contributions and higher than anticipated benefit costs.
- Other costs - Contracted services for transit and CDBG related consulting services and fuel were higher than anticipated during the budget process.
- The overage is immaterial compared to the total of the General fund budget.

Unanticipated Tangerine Farms Road Improvement District Costs
Transfer of General Fund expenditure authority from the contingency line item to the Tangerine Farms Road Improvement District restricted budget line item for the amount of $41,000 as a result of higher than anticipated prepayments of outstanding debt.

Unanticipated Health Benefits Costs
Transfer of General Fund expenditure authority from the contingency line item to the Health Services Fund restricted budget line item for the amount of $330,000 as a result of the following:

- Medical claims payments - The fund experienced higher than anticipated medical claims during the year. The overage does not result in a significant financial impact to the Town's self-insurance fund.

Unanticipated Northeast Street Facilities Benefit Area Impact Fee Costs
Transfer of General Fund expenditure authority from the contingency line item to the Northeast Street Faciliites Benefit Area Impact Fee Fund restricted budget line item for the amount of $5,000 as a result of the following:

- Impact fee development agreement rebates - Amounts paid per the development agreement exceeded budget estimates due to higher than anticipated permit activity in the benefit area.

Unanticipated 2017B Excise Tax Series Bonds Debt Service Fund Costs
Transfer of General Fund expenditure authority from the contingency line item to the 2017B Excise Tax Series Bond debt service Fund restricted budget line item for the amount of $2,200 as a result of the following:

- Higher than anticipated Trustee fees primarily due to a payment being processed late in FY 2023 which was originally due in FY2022.

Unanticipated Gladden Farms CFD Debt Service Fund Costs
Transfer of General Fund expenditure authority from the contingency line item to the Gladden Farms CFD debt service Fund restricted budget line item for the amount of $1,250 as a result of the following:

- Higher than anticipated Trustee fees primarily due to a payment being processed late in FY 2023 which was originally due in FY2022.

Unanticipated Gladden Farms, Phase II CFD Debt Issuance-related Costs
Transfer of General Fund expenditure authority from the contingency line item to the Gladden Farms, Phase II, CFD debt service Fund restricted budget line item for the amount of $74,500 as a result of the following:

- The actual debt issuance amount and related costs of issuance exceeded the planned amounts in the original budget. Planned capital acquisitions exceeded planned amounts by $40,000 with the rest of the overage resulting from higher than anticipated costs of debt issuance.

The unanticipated costs described above will be included within the Town's annual financial statements which will be presented to Council in the near future, once the Town's external auditors complete their audit. If approved, the expenditure transfer of contingency described in this report will not increase overall, actual expenditures.

Financial Impact:

Fiscal Year:	2023
Budgeted Y/N:	Y
Amount:	NA

The requested budget adjustment does not increase the overall expenditure amount for the General Fund or the Town in whole. The transfers would only reallocate existing budgetary authority to other department line item of fund budgets.

Staff Recommendation:

Staff recommends approval of the budget transfers for unanticipated costs.

Suggested Motion:

I move to adopt Resolution No. 2023-108, approving the transfer of $44,000, $41,000, $330,000, $5,000, $2,200, $1,250 and $74,500 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within the Community & Neighborhood Services, the Tangerine Farms Road Improvement District Fund, the Health Benefits Fund, the Northeast Benefit Area Impact fee Fund, the 2017B Excise Tax Series Bonds debt service Fund, the Gladden Farms CFD debt service Fund and the Gladden Farms, Phase II CFD debt service fund, respectively, in the fiscal year 2022-2023 budget.

Attachments

Resolution No. 2023-108

MARANA RESOLUTION NO. 2023-108

RELATING TO BUDGET; APPROVING THE TRANSFER OF $44,000, $41,000, $330,000, $5,000, $2,200, $1,250 AND $74,500 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM TO THE RESTRICTED BUDGET LINE ITEMS WITHIN THE COMMUNITY & NEIGHBORHOOD SERVICES DEPARTMENT, THE TANGERINE FARMS ROAD IMPROVEMENT DISTRICT FUND, THE HEALTH BENEFITS FUND, THE NORTHEAST STREETS FACILITIES BENEFIT AREA IMPACT FEE FUND, THE 2017B EXCISE TAX SERIES BONDS DEBT SERVICE FUND, THE GLADDEN FARMS CFD DEBT SERVICE FUND, AND THE GLADDEN FARMS, PHASE II CFD DEBT SERVICE FUND, RESPECTIVELY, IN THE FISCAL YEAR 2022-2023 BUDGET

WHEREAS, on June 21, 2022, the Town Council adopted the fiscal year 2022-2023 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS several funds within the budget incurred unanticipated costs which could not be offset by savings within other budgetary line items; and

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

WHEREAS reallocations of budgetary amounts between the contingency line item in the General Fund to other line items are necessary from time to time; and

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

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

SECTION 1. The transfer of $44,000 to the restricted budget line item within the Community & Neighborhood Services Department; $41,000 to the restricted budget line item for the Tangerine Farms Road Improvement District Fund; $330,000 to the restricted budget line item for the Health Benefits Fund; $5,000 to the restricted budget line item for the Northeast Streets Facilities Benefit Area Impact fee Fund; $2,200 to the restricted budget line item for the 2017B Excise Tax Series Bonds debt service Fund; $1,250 to the restricted budget line item for the Gladden Farms CFD debt service Fund; and $74,500 to the restricted budget line item for the Gladden Farms, Phase II CFD debt service fund

from the General Fund's budgeted contingency line item in the fiscal year 2022-2023 budget is hereby approved.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of November, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 11/21/2023

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

From: Andrea De La Cruz, Assistant to the Town Manager

Date: November 21, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-109: Relating to Budget; approving the transfer of up to $150,000 in budgeted expenditure authority from the General Fund contingency line item to the Mayor and Council Community Relations budget in the fiscal year 2023-2024 budget for a donation to the Marana Food Bank and Community Resource Center (Terry R. Rozema)

Discussion:

The budget for fiscal year 2023-2024 was adopted on June 20, 2023, which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds. Council approval is required for budgetary transfers between the General Fund departments, between funds, and for any transfer of contingency.

The purpose of this item is to request the transfer of budget authority from the General Fund contingency line item to the Mayor and Council Community Relations budget of up to $150,000 for a donation to the newly formed Marana Food Bank and Community Resource Center (MFB-CRC).

After the beginning of the current fiscal year, the Town was notified that the Community Food Bank of Southern Arizona would be expanding its services to Picture Rocks and Avra Valley and would be closing the Marana location. The food bank has been a vital community resource, providing a wealth of benefits to the Marana community for several years. The closure of the Marana location would be a significant loss to the many families and individuals struggling with food insecurity.

In an effort to continue providing local access to food assistance programs and to ensure services are uninterrupted, the MFB-CRC was recently formed. This new organization will continue to serve families and individuals at 11734 W Grier Rd, Marana, AZ 85653. Staff recommends donating $150,000 to assist with costs related to acquiring needed assets and to support operations.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	N
Amount:	$150,000

The requested budget transfer of up to $150,000 does not increase the overall expenditure amount for the General Fund or the Town's budget. The transfer will only move Contingency budgetary authority to the Mayor and Council Community Relations budget within the General Fund. Funding will be provided from prior year savings accumulated and shown as available fund balance.

Staff Recommendation:

Staff recommends approval of the budget transfer from the General Fund Contingency line item to the Mayor and Council Community Relations budget.

Suggested Motion:

I move to adopt Resolution No. 2023-109, approving the transfer of up to $150,000 in budgeted expenditure authority from the General Fund Contingency line item to the Mayor and Council Community Relations budget in fiscal year 2023-2024 budget for a donation to the newly formed Marana Food Bank and Community Resource Center.

Attachments

Resolution No. 2023-109

MARANA RESOLUTION NO. 2023-109

RELATING TO BUDGET; APPROVING THE TRANSFER OF UP TO $150,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM TO THE MAYOR AND COUNCIL COMMUNITY RELATIONS BUDGET IN THE FISCAL YEAR 2023-2024 BUDGET FOR A DONATION TO THE MARANA FOOD BANK AND COMMUNITY RESOURCE CENTER

WHEREAS on June 20, 2023, the Town Council adopted the fiscal year 2023-2024 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS after the beginning of the current fiscal year, staff was notified that the Community Food Bank of Southern Arizona intends to expand its services to Picture Rocks and Avra Valley and close the Marana location; and

WHEREAS the food bank has been a vital community resource, providing a wealth of benefits to the Marana community for several years; and

WHEREAS the closure of the Marana location would be a significant loss to the many families and individuals struggling with food insecurity; and

WHEREAS the Marana Food Bank and Community Resource Center was recently formed to continue providing local access to food assistance programs to ensure current services are uninterrupted; and

WHEREAS the new organization will continue to serve families and individuals at 11734 W Grier Rd, Marana, AZ 85653; and

WHEREAS a donation of $150,000 will assist with costs related to acquiring needed assets and to support operations; and

WHEREAS transferring amounts within the fiscal year 2023-2024 budget will not significantly impact the General Fund; and

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

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

SECTION 1. The transfer of up to $150,000 in budgeted expense authority from the General Fund contingency line item to the Mayor and Council Community Relations budget in the fiscal year 2023-2024 budget is hereby approved.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of November, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C4**

Meeting Date: 11/21/2023

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Libby Shelton, Deputy Town Attorney

Date: November 21, 2023

Strategic Plan Focus Area:
Recreation

Subject: Resolution No. 2023-110: Relating to Capital Improvement Projects; approving and authorizing the Mayor to sign the Intergovernmental Agreement between the Pima County Flood Control District and the Town of Marana for Construction and Maintenance of the Santa Cruz River Path CalPortland Segment (Libby Shelton)

Discussion:

On October 6, 2020, the Town Council adopted Resolution No. 2020-110 authorizing the Town to enter into an intergovernmental agreement (IGA) with Pima County Flood Control District (PCFCD) for construction and maintenance of the Santa Cruz River Path CalPortland Segment (Project)(IGA No.1). IGA No.1 included a $500,000 contribution from PCFCD solely for the design and construction of the Project. In addition to the financial contribution, IGA No.1 covers other matters related to the construction of the project, including a right-of-entry over lands owned by PCFCD to the extent needed for construction of the project, and identification of ownership and maintenance responsibilities among the parties upon completion of the project. The CalPortland segment of the Loop is located in unincorporated Pima County, so the PCFCD will own this segment of the Loop after completion of the project. However, the Town will maintain this portion of the Loop upon completion of the project. Under a separate IGA with PCFCD and Pima County, the Town maintains the portions of the Loop located north of Ina Road.

Design and construction of the Project was delayed due to issues with the acquisition of the appropriate property rights and to discuss design considerations for the

extension of a shared use path through CalPortland property. The delay has resulted in increased cost for the project due to inflation. PCFCD has agreed to increase their total financial contribution from $500,000 to $670,000. Under the proposed IGA (IGA No. 2), which is attached as Exhibit A to the resolution accompanying these agenda materials, PCFCD will increase their financial contribution to a total of $670,000 in two installments: 1) a payment of $335,000 within 30 days after the Town provides PCFCD a copy of its notice to proceed; and 2) a payment of $335,000 by the end of fiscal year 2025. With the exception of funding, IGA No. 2 has the same terms and conditions related to right-of way and ownership and maintenance responsibilities as IGA No. 1. Upon completion of signatures, IGA No. 1 will terminate and IGA No.2 will be the governing contract.

Financial Impact:

Budget capacity for this project has been included in the Town's Council approved fiscal year 2024 Capital Improvement Project as amended by Town Council Resolution No. 2023-106 at the October 17th, 2023 regular Council meeting.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2023-110, approving and authorizing the Mayor to sign the Intergovernmental Agreement between the Pima County Flood Control District and the Town of Marana for Construction and Maintenance of the Santa Cruz River Path CalPortland Segment.

Suggested Motion:

I move to adopt Resolution No. 2023-110, approving and authorizing the Mayor to sign the Intergovernmental Agreement between the Pima County Flood Control District and the Town of Marana for Construction and Maintenance of the Santa Cruz River Path CalPortland Segment.

Attachments

Resolution No. 2023-110

Intergovernmental Agreement

MARANA RESOLUTION NO. 2023-110

RELATING TO CAPITAL IMPROVEMENT PROJECTS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE PIMA COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF MARANA FOR CONSTRUCTION AND MAINTENANCE OF THE SANTA CRUZ RIVER PATH CALPORTLAND SEGMENT

WHEREAS on October 6, 2020, the Town Council adopted Resolution No. 2020-110 authorizing the Town to enter into an intergovernmental agreement (IGA) with Pima County Flood Control District (PCFCD) for construction and maintenance of the Santa Cruz River Path CalPortland Segment (Project); and

WHEREAS since approval of the resolution, design and construction of the Project was delayed and the delay has resulted in increased costs due to inflation; and

WHEREAS in the new, revised IGA, PCFCD has agreed to increase their contribution to the Project from $500,000 to $670,000 and other terms of the original IGA related to ownership and maintenance responsibilities will remain the same; and

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

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 Pima County Flood Control District and the Town of Marana for Construction and Maintenance of the Santa Cruz River Path CalPortland Segment" in substantially the form included in the agenda materials accompanying this resolution is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

SECTION 2. The "Intergovernmental Agreement between the Pima County Flood Control District and the Town of Marana for Construction and Maintenance of the Santa Cruz River Path CalPortland Segment" approved by Resolution No. 2020-110 is terminated effective on the signature date of the last Party to sign the new IGA.

SECTION 3. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of November, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE PIMA COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF MARANA FOR CONSTRUCTION AND MAINTENANCE OF THE SANTA CRUZ RIVER PATH CALPORTLAND SEGMENT

This Intergovernmental Agreement (this "Agreement") is entered into by and between the Pima County Flood Control District ("District"), a political taxing subdivision of the State of Arizona, and the Town of Marana ("Marana"), an Arizona municipal corporation, pursuant to Arizona Revised Statutes section (A.R.S.) § 11-952. District and Marana are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

Recitals

A. District is authorized by A.R.S. § 48-3603 to construct, operate, and maintain flood control works and storm-drainage facilities for the benefit of the District, and to acquire property for those purposes.

B. Marana is authorized by A.R.S. §§ 9-240, 9-464.01, 9-494, and 9-500.03 to construct, reconstruct, acquire, and maintain drainage ways and channels, parks, and trail systems.

C. The Parties are parties to an October 16, 2018 "Intergovernmental Agreement between the Town of Marana, Pima County, and the Pima County Flood Control District for the Shared Use and Development of Existing and Future Trail and Trailhead improvements on County and Flood Control District Properties," Pima County Contract No. CTN-PW-19-046 (the "Trail Improvements IGA").

D. Under the Trail Improvements IGA, Marana is responsible for maintenance of all shared user path and trailhead assets along the Santa Cruz River trails system located north of the south right-of-way line of Ina Road.

E. The Parties wish to cooperate in the design and construction of the Santa Cruz River Path CalPortland Segment, Town of Marana Project PK023 ("the Project"). The purpose for the Project is to extend and link the existing segments of the Chuck Huckelberry Loop ("The Loop") from its existing termination point at Avra Valley Road northward to its existing termination point southeast of the Beard House on State of Arizona-owned Pima County Assessor's Parcel No. 215-01-0080.

F. The Project is on and adjacent to and will provide access for District-owned and maintained flood control improvements along the Santa Cruz River.

G. After construction of the Project, it will become part of the system of shared user path assets within the geographic area maintained by Marana under the Trail Improvements IGA.

H. The Parties are authorized to contract for services and enter into agreements with each other for joint or cooperative action pursuant to A.R.S. § 11-952.

I. The Project was in Marana's adopted Capital Improvement Program for design in fiscal year 2020 and construction in fiscal year 2021, and was estimated to cost approximately $3 million.

J. Construction of the Project was scheduled to commence in fiscal year 2021, subject to the acquisition of all necessary permits, easements, and environmental clearances necessary for the Project, and was estimated to be completed approximately 12 months after the start of construction.

K. In March 2021, District and Marana entered into an Intergovernmental Agreement Between Pima County Flood Control District and the Town of Marana for Construction and Maintenance of the Santa Cruz River Path CalPortland Segment (the "2021 Agreement"). Section 11 of the 2021 Agreement stated that District would contribute $500,000 to Marana to be used solely for the design and construction of the Project.

L. Design and construction of the Project was delayed due to issues with the acquisition of the appropriate property rights and to discuss the design considerations for the extension of a shared use path through the CalPortland property. Marana estimates the Project will now be completed in fiscal year 2025. The delay has resulted in increased cost of construction due to inflation.

M. The Parties desire to terminate the 2021 Agreement and enter into a new agreement to increase District's financial contribution to Marana for design and construction of the Project.

N. The Parties agree to share the responsibility for the increased costs proportional to the 2021 Agreement cost share. As a result, District now agrees to provide an additional $170,000 to Marana for a total fund assistance of $670,000 under the parameters of Section 11 of this Agreement.

Agreement

NOW THEREFORE, the Parties, pursuant to the above recitals which are incorporated herein, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of the Parties for the design, construction, maintenance, and operation of the Project and to address legal and administrative matters among the Parties.

2. **Project.** The Project consists of the design and construction of the Santa Cruz River Path CalPortland Segment, Town of Marana Project PK023, the 90% plans for which, prepared by Psomas, Marana has provided to District.

3. **Design and Construction Responsibilities.** Marana shall design and construct the Project in accordance with the plans and specifications developed by, or on behalf of, Marana ("Project Plans"). Marana will provide District an opportunity to review and comment on the Project Plans as they are developed, but final responsibility for and approval of the Project Plans shall rest with Marana.

   a. *Environmental Compliance*. Marana shall prepare and incorporate into the planning, design, and construction of the Project, responses to all applicable local, state, and federal environmental requirements, including but not limited to hydrologic and geotechnical investigations, compliance with the Pima County Native Plant Preservation Ordinance, protection of species identified by the Arizona Game & Fish Department and the U.S. Department of Fish and Wildlife Service as being endangered, threatened, or of concern, and compliance with the National Pollutant Discharge Elimination System (including preparation of a Storm Water Pollution Prevention Plan).

   b. *Cultural Resources*. Marana shall consider potential impacts to cultural and historical resources in the Project planning and design phases through inventory, evaluation, and impact assessment, and seek to avoid impacts to these resources in accordance with applicable local, state, and federal historic preservation laws and regulations. If impacts are unavoidable, a mitigation treatment plan will be prepared in consultation with Pima County, the State Historic Preservation Office, and other agencies as appropriate, and implemented prior to construction, at Marana's cost.

   c. *Hazardous Substances*. All hazardous substances found on Marana property are the responsibility of Marana. Marana shall remove and remediate any hazardous substances discovered on Marana property as soon as possible to minimize any delay of the Project.

4. **Construction**. Marana shall administer the construction contracts for the Project in accordance with the requirements of Arizona Revised Statutes Title 34, and shall have the usual rights of the owner of a public construction contract.

5. **Utility Relocations.** Marana shall be responsible for coordinating all utility relocations for the Project.

6. **Rights of Way and Easements.**

   a. District's execution of this Agreement grants Marana a temporary construction easement in favor of Marana over District-owned property as necessary to construct the Project.

b. Each Party shall provide the other Parties with any records or documents in its possession that will assist the other Parties in acquiring any property interests or permits necessary for the Project.

7. **Project Permits and Approvals.** Marana shall obtain the Army Corps of Engineering Section 404 permit and Federal Emergency Management Agency conditional letter of map revision and final letter of map revision for the Project. With cooperation and assistance from District, Marana shall obtain all approvals and/or permits necessary to cross the Central Arizona Project siphon, located near the western terminus of the Project. Marana shall comply with all Pima County permitting requirements, including for construction in Pima County rights-of-way under Pima County Code Chapter 10.44 for improvements within the Avra Valley Road right-of-way. District shall provide to Marana, at no cost to Marana, any District clearances or permits necessary for Marana to construct and maintain the Project.

8. **Public Participation**. Marana shall cooperatively manage the public participation processes for the Project. Marana shall coordinate all publicity or public participation activities for the Project.

9. **Project Manager and Representatives.** Marana shall furnish a Project Manager for the Project, and District shall designate a representative (the "District Liaison") to be a liaison with the Project Manager during construction of the Project.

10. **Disputes**. If the Project Manager and District Liaison disagree on any aspect of the Project, the District's Chief Engineer and Marana's Town Engineer, or their designees, shall meet within ten calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance. If the dispute remains unsettled after that meeting, or if that meeting does not occur within the time frame specified above or otherwise agreed upon, the District's General Manager/Pima County Administrator and Marana's Town Manager shall meet within ten calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance. If the dispute remains unresolved after that meeting, or if that meeting fails to occur within the time frame specified above or otherwise agreed upon, Marana shall, in its sole discretion, determine how to proceed. Nothing in this paragraph waives or limits District's legal rights or remedies regarding this Agreement.

11. **District Contribution toward the Project.** Within 30 days after Marana provides District with a copy of Marana's notice to proceed to the contractor procured by Marana to construct the Project, District shall contribute $335,000 to Marana to be used solely for design and construction of the Project. District shall also contribute an additional $335,000 by the end of Fiscal Year 24-25 for the same purposes.

12. **Financing of the Project**. Marana shall be responsible for all Project costs except for (i) the District contribution referenced in the preceding paragraph and (ii) District-requested Project enhancements or changes whose costs are accepted in writing by District.

13. **Regulation of the Project during Construction**. Marana shall have responsibility for and control over the Project during construction.

14. **Inspection**. District may inspect any portion of the Project construction located outside the Marana town limits for substantial compliance with drawings and specifications. Marana shall allow official District representatives reasonable access to the Project site during construction. The Project Manager, the District Liaison, and District inspectors will cooperate and consult with each other during Project construction.

15. **Term and Termination.**

    a. *Termination of 2021 Agreement*. The 2021 Agreement is terminated effective on the signature date of the last Party to sign this agreement.

    b. *Term*. This Agreement shall be effective on the signature date of the last Party to sign this agreement, and shall terminate upon final completion and acceptance of the Project by Marana.

    c. *Termination*. This Agreement may be earlier terminated under the following circumstances:

        i. For Cause. A Party may terminate this Agreement for material breach of this Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve either Party from liabilities or costs already incurred under this Agreement.

        ii. Conflict of Interest. This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

        iii. Failure to Appropriate Sufficient Funds. This Agreement shall automatically terminate if, for any reason, Marana fails to appropriate sufficient funds to design or construct the Project or District fails to appropriate sufficient funds to contribute funding toward the design and construct the Project.

    d. *Effect of termination.*

        i. Extinguishment of Temporary Construction Easements. Upon termination of this Agreement for any reason, the temporary construction easements granted to Marana by District under this Agreement are automatically extinguished.

        ii. Ownership of Improvements. Upon termination of this Agreement for any reason:

            (1) Ownership of all Project improvements located within the Marana town limits or on property owned by Marana shall automatically vest in Marana.

(2) Ownership of all other Project improvements shall vest in District.

iii. Maintenance of Improvements. Upon termination of this Agreement for any reason, Marana shall be solely responsible for maintaining all improvements constructed by the Project in accordance with the Trail Improvements IGA, and Exhibit A of the Trail Improvements IGA shall thereby automatically be amended to add District lands where the improvements are located.

16. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other Party, its governing board or bodies, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying Party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.

a. *Preexisting conditions*.

i. *Marana to District.* To the fullest extent permitted by law, Marana shall indemnify, defend and hold District and its boards, officers, departments, employees, and agents, harmless from and against any claims and damages, as fully set out above, resulting from or arising out of the existence of any substance, material, or waste, regulated pursuant to federal, state, or local environmental laws, regulations, or ordinances, that is present on, in, or below, or originated from, property owned or controlled by Marana.

ii. *District to Marana.* To the fullest extent permitted by law, District shall indemnify, defend and hold Marana, its Town Council, officers, departments, employees, and agents, harmless from and against any claims and damages, as fully set out above, resulting from or arising out of the existence of any substance, material, or waste, regulated pursuant to federal, state, or local environmental laws, regulations, or ordinances, that is present on, in, or below, or originated from, property owned or controlled by District.

b. *Notice*. Each Party shall notify the other Party in writing within 30 days of the receipt of any claim, demand, suit or judgment against the receiving Party for which the receiving Party intends to invoke the provisions of this Section. Each Party shall keep the other Party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Section.

c. *Negligence of indemnified Party*. The obligations under this Article shall not extend to the negligence of the indemnified Party, its agents or employees.

d. *Survival of termination.* This Section shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

17. **Insurance.** When requested, a Party shall provide the other Party with proof of its workers' compensation, automobile, accident, property damage, and liability coverage or program of self- insurance.

18. **Books and Records.** Marana shall keep and maintain proper and complete books, records and accounts of the Project, which will be maintained in accordance with Marana's records retention policy and made available for inspection by District upon reasonable notice.

19. **Construction of Agreement.**

    a. *Entire Agreement*. This instrument 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.

    b. *Amendment.* This Agreement shall not be modified, amended, altered or changed except by written agreement signed by the Parties.

    c. *Construction and interpretation*. All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof.

    d. *Captions and headings*. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

    e. *Severability*. If any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of this Agreement are severable. If provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of a Party in an attempt to reach an agreement on a substitute provision.

20. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of Marana or District.

21. **No Joint Venture**. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between a Party and the other Party's employees, except as expressly provided for in Section 22 (Workers Compensation). No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

22. **Workers Compensation.** An employee of a Party shall be deemed to be an employee of both Parties while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers Compensation laws. The primary employer shall

be solely liable for any workers compensation benefits that may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers compensation.

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

24. **Compliance with Laws.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

    a. *Anti-Discrimination*. The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Orders 99-4 and 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement as if set forth in full herein.

    b. *Americans with Disabilities Act*. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

25. **Waiver.** Waiver by any Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. **Force Majeure.** A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Party affected, order of any government officer or court (excluding orders promulgated by the Party

affected), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. A Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

27. **Notification.** All notices or demands upon either Party shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

MARANA: TOWN OF MARANA
11555 W. Civic Center Drive
Marana, Arizona 85653

DISTRICT: PIMA COUNTY FLOOD CONTROL DISTRICT
Attn: Chief Engineer
201 N Stone Ave, 8th Floor
Tucson, AZ 85701

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail. A Party may, by written notice to the other Parties, designate another address or person for receipt of notices under this Agreement.

28. **Remedies.** Any Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

IN WITNESS WHEREOF, District has caused this Agreement to be executed by the Chair of its Board of Directors, upon resolution and attested to by the Clerk of the Board; and the Marana has caused this Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

PIMA COUNTY FLOOD CONTROL DISTRICT	**TOWN OF MARANA**
_____	_____
Adelita S. Grijalva, Chair, Board of Directors	Mayor
Date: _____	Date: _____
ATTEST:	ATTEST:
_____	_____
Melissa Manriquez, Clerk of the Board	Town Clerk

Approval
The foregoing Intergovernmental Agreement between the Pima County Flood Control District and the Town of Marana has been reviewed by the undersigned and is hereby approved as to content.

_____
Eric Shepp, Director, Flood Control District

Date: _____

Intergovernmental Agreement Determination

The foregoing intergovernmental agreement between the PIMA COUNTY FLOOD CONTROL DISTRICT and the TOWN OF MARANA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this Agreement represented by the undersigned.

PIMA COUNTY FLOOD CONTROL DISTRICT:	**TOWN OF MARANA:**
_____	_____
Bobby Yu, Deputy County Attorney	Town Attorney
Date: _____	Date: _____

Council-Regular Meeting **C5**

Meeting Date: 11/21/2023

To: Mayor and Council

From: Steven Cheslak, Principal Planner

Date: November 21, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-111: Relating to Development; approving the final block plat for Mandarina Blocks 1-2, 4-5 & 8-13 generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East and Section 31, Township 11 South and Range 12 East (Steve Cheslak)

Discussion:

Request
EPS Group, Inc., representing the owner, Mandarina Holdings, LLC, is requesting approval of a final block plat consisting of ten blocks on approximately 259 acres of land generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East and Section 31, Township 11 South and Range 12 East.

Zoning
The zoning of the property is SP- Mandarina Specific Plan, created by Ordinance 2009.02, adopted by the Marana Town Council on February 17, 2009, and administratively amended on October 30, 2019 and on November 2, 2022.

Land Use
The proposed final block plat is a resubdivision of Blocks 1, 2, 4 & 5 of the Final Block Plat for Mandarina Blocks 1-7 and Parcels A, B & C, approved by the Mayor and Town Council on May 17, 2022, via adoption of Resolution No. 2022-047.

The size of the proposed ten blocks, totaling 259 acres, are as follows:

Block 1	107.52 acres
Block 2	30.09 acres
Block 4	14.85 acres
Block 5	14.61 acres
Block 8	19.82 acres
Block 9	0.74 acres
Block 10	16.00 acres
Block 11	11.61 acres
Block 12	10.80 acres
Block 13	26.19 acres

Access and Traffic
Access for the blocks is provided by Adonis Road and Mandarina Boulevard which connects to Tangerine Road. One mile of new public right-of-way for internal access to blocks located within the overall platted area will be dedicated by this plat.

Utilities
Water and sewer service for all of the blocks will be provided by Marana Water. TRICO Electric and Southwest Gas will provide the electric and natural gas services.

Staff Recommendation:
Staff has reviewed the proposed final block plat against the requirements of Ordinance No. 2009.02, the Mandarina Specific Plan, the Marana Town Code, and the Marana General Plan. The final block plat is in substantial conformance with all required development regulations and staff recommends approval.

Suggested Motion:
I move to adopt Resolution No. 2023-111, approving the final block plat for Mandarina Blocks 1-2, 4-5 & 8-13.

Attachments

Resolution No. 2023-111
Mandarina Final Block Replat
Location Map
Application

MARANA RESOLUTION NO. 2023-111

RELATING TO DEVELOPMENT; APPROVING THE FINAL BLOCK PLAT FOR MANDARINA BLOCKS 1-2, 4-5, & 8-13 GENERALLY LOCATED NORTH OF TANGERINE ROAD AND EAST OF INTERSTATE 10 WITHIN PORTIONS OF SECTION 36, TOWNSHIP 11 SOUTH AND RANGE 11 EAST AND SECTION 31, TOWNSHIP 11 SOUTH AND RANGE 12 EAST

WHEREAS, on February 17, 2009, the Mayor and Town Council adopted Ordinance No. 2009.02, approving a rezoning of approximately 342 acres, generally located north of Tangerine Road and east of Interstate 10, from Zones "E" (Transportation Corridor), "C" (Large Lot), and "AG" (Agricultural) to Zone "F" (Specific Plan), creating the Mandarina Specific Plan; and

WHEREAS, on October 30, 2019, Marana Town staff administratively approved an amendment to the Mandarina Specific Plan; and

WHEREAS, on December 1, 2020, the Mayor and Town Council adopted Resolution No. 2020-130, approving the Mandarina development agreement, recorded in the Pima County Recorder's Office at Sequence No. 20203390091; and

WHEREAS, on November 2, 2022, Marana Town staff administratively approved an amendment to the Mandarina Specific Plan; and

WHEREAS, on May 17, 2022, the Mayor and Town Council adopted Resolution No. 2022-047, approving the final block plat for Mandarina Blocks 1-7 and Parcels A, B & C, recorded in the Pima County Recorder's Office at Sequence No. 20231590262; and

WHEREAS EPS Group, Inc., on behalf of Mandarina Holdings, LLC, has applied for approval of a final block plat for Mandarina Blocks 1-2, 4-5 & 8-13, being a resubdivision of Blocks 1, 2, 3, & 4 of the final block plat for Mandarina Blocks 1-7 and Parcels A, B & C; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on November 21, 2023, determined that the final block plat for Mandarina Blocks 1-2, 4-5 & 8-13 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final block plat for Mandarina 1-2, 4-5 & 8-13, is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of November, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

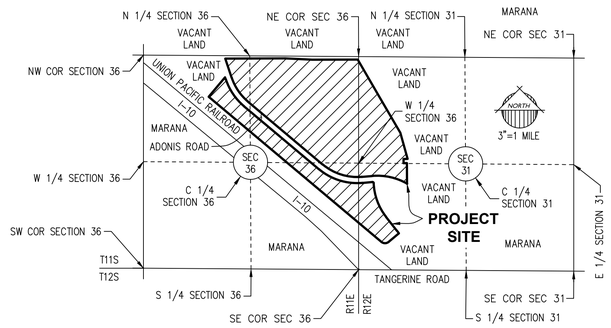
Jane Fairall, Town Attorney

FINAL BLOCK PLAT

FOR

Mandarina Blocks 1-2, 4-5 & 8-13

BEING A RESUBDIVISION OF BLOCKS 1, 2, 4 AND 5 OF THE FINAL BLOCK PLAT FOR MANDARINA BLOCKS 1–7 AND PARCELS A, B & C AS RECORDED AT SEQUENCE NUMBER 20231590262, P.C.R., SITUATED IN A PORTIONS OF THE EAST HALF AND NW QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN AND A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA



VICINITY MAP

SCALE: 3"=1 MILE

SITUATED IN A PORTIONS OF THE EAST HALF AND NW QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN AND A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS–OF–WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, AND DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT, ARE DEDICATED 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. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS–OF–WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

MANDARINA HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (BLOCKS 10, 11, 12 AND 13)

BY: KDL INVESTMENTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

_____ DATE _____
KARL N. HUISH
ITS MANAGER

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE OF TRUST NO. 202308 AND NOT IN ITS CORPORATE CAPACITY (BLOCKS 1, 2, 4, 5, 8 AND 9)

_____ DATE _____
TRUST OFFICER

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 202_, BY KARL N. HUISH, MANAGER OF KDL INVESTMENTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF MANDARINA HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF THE MANDARINA HOLDINGS, LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 202_, BY _____, _____ OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
BLOCKS 1–2, 4–5 & 8–9 (6 RESIDENTIAL BLOCKS)	8,174,642	187.6639
BLOCKS 10–13 (4 RESIDENTIAL/COMMERCIAL/OFFICE SPACE/LIGHT INDUSTRIAL BLOCKS)	2,815,012	64.6239
RIGHT OF WAY	293,045	6.7274
NET AREA	10,989,654	252.2878
GROSS AREA	11,282,698	259.0151

100 YEAR ASSURED WATER SUPPLY

A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE DIRECTOR OF WATER RESOURCES.

BY: _____ _____
MARANA WATER DIRECTOR DATE

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, FROM A BRASS CAP SURVEY MONUMENT STAMPED "LS 31591" LOCATED AT THE SOUTH QUARTER CORNER OF SECTION 36, TO A 2.5 INCH ALUMINUM CAP SURVEY MONUMENT STAMPED "PSOMAS RLS 18557" LOCATED AT THE SOUTHEAST CORNER OF SECTION 36, SAID BEARINGS BEING NORTH 89°44'11" EAST PER FINAL BLOCK PLAT FOR MANDARINA BLOCKS 1–7 AND PARCELS A, B & C, AS RECORDED IN SEQUENCE NO. 20231590262, P.C.R.

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM TITLE SECURITY AGENCY LLC AS TO BLOCKS 1, 2, 4, 5, 8 AND 9 AS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

ASSURANCES IN THE FORM OF A PERFORMANCE BOND FROM NGM INSURANCE COMPANY IN THE AMOUNT OF $723,699.91 AS TO BLOCKS 10, 11, 12, AND 13 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

BENEFICIARY

PURSUANT TO A.R.S. SECTION 33–404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 202308, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

MANDARINA HOLDINGS, LLC
1635 NORTH GREENFIELD ROAD, SUITE 115
MESA, ARIZONA 85205

BY: KDL INVESTMENTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (TRUST OFFICER)

RECORDING

STATE OF ARIZONA)
) SS
COUNTY OF PIMA) FEE $ _____

SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF EPS GROUP, INC., ON THIS _____ DAY OF _____, 202_, AT __M. IN SEQUENCE NUMBER _____ THEREOF.

GABRIELLA CAZARES–KELLY
PIMA COUNTY RECORDER

_____
BY DEPUTY

GENERAL NOTES

1. EXISTING ZONING IS SP (SPECIFIC PLAN) ZONE PER TOWN OF MARANA ORDINANCE NO. 2009.02, APPROVED FEBRUARY 17, 2009, AMENDED OCTOBER 30, 2019 AND AMENDED NOVEMBER 2, 2022.
2. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS 1.0.
10. 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. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.
11. NOTWITHSTANDING THE FOREGOING, KDL INVESTMENTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF MANDARINA HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF THE MANDARINA HOLDINGS, LLC., (COLLECTIVELY WITH ANY SUCCESSORS OR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNER"), HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48–701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY A COMMUNITY FACILITIES DISTRICT TO BE ESTABLISHED PURSUANT TO A DEVELOPMENT AGREEMENT AMONG SUCH DISTRICT, THE OWNER AND THE TOWN OF MARANA, ARIZONA. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH AGREEMENT AND JUNE 30, 2030.
12. A CONDITIONAL LETTER OF MAP REVISION (CLOMR) MUST BE ACCEPTED BY FEMA PRIOR TO RECORDATION OF THIS FINAL BLOCK PLAT.
13. NO PHYSICAL IMPROVEMENTS SHALL BE CONSTRUCTED IN THE SUBDIVISION PRIOR TO THE EFFECTIVE DATE OF THE FEMA–APPROVED CLOMR.
14. THE TOWN WILL NOT ISSUE A PARTIAL RELEASE OF ASSURANCES OR A CERTIFICATE OF OCCUPANCY UNTIL THE EFFECTIVE DATE OF A FEMA–APPROVED LETTER OF MAP REVISION (LOMR).

OWNER

MANDARINA HOLDINGS, LLC
C/O BELA FLOR
1635 N. GREENFIELD ROAD, SUITE 115
MESA, AZ 85205–4010
TEL: (480) 553–7236
CONTACT: HUDD HASSELL

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)–503–2250
FAX: (480)–503–2258
CONTACT: BRIAN NICHOLLS, P.E.

SHEET INDEX

1 COVER SHEET
2 INDEX MAP
3 – 6 PLAT PLAN SHEETS, LOT AREA TABLE, LINE DATA TABLE, CURVE DATA TABLE & TRACT USE TABLE

TOWN OF MARANA CERTIFICATION

I, DAVID UDALL, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS RE–PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 202_.

BY: _____ _____
CLERK OF THE TOWN OF MARANA DATE

TOWN OF MARANA APPROVALS

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

BY: _____ _____
MARANA PLANNING MANAGER DATE

BY: _____ _____
MARANA WATER DIRECTOR DATE

SURVEYOR CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS RE–PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON, RLS 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503–2250
FAX: (480) 503–2258

DATE OF PREPARATION: 09/01/22 (REVISED 10/19/22, REVISED 2/07/23, REVISED 2/22/23, REVISED 6/13/23, REVISED 7/24/23, REVISED 7/26/23, REVISED 9/25/23, REVISED 10/04/23 & REVISED 10/24/23)

ENGINEER CERTIFICATION

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

BY _____ 10–24–23
BRIAN NICHOLLS DATE
PE 54652

Professional Engineer (Civil) CERTIFICATE NO. 54652 BRIAN NICHOLLS Date Signed 10-24-23 Arizona U.S.A.

EXPIRES 06/30/25

PRV2210-003
PRV2211-004
PCZ1910-001
PCZ08048

ADMINISTRATIVE ADDRESS

12350 N. ADONIS ROAD,
MARANA, ARIZONA 85658

Registered Land Surveyor CERTIFICATE NO. 37495 ROBERT A. JOHNSTON Date Signed 10-24-23 Arizona U.S.A.

Final Plat for
Mandarina Blocks 1-2, 4-5 & 8-13
BEING A RESUBDIVISION OF BLOCKS 1, 2, 4 & 5 OF THE FINAL BLOCK PLAT FOR MANDARINA BLOCKS 1-7 AND PARCELS A, B & C AS RECORDED AT SEQUENCE NUMBER 20231590262, P.C.R.
BLOCKS 1-2, 4-5 & 8-13
Being a portion of Section 36, T11S, R11E, and Section 31, T11S, R12E, G&SRM
Town of Marana, Pima County, Arizona

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
EPS GROUP

Project: Being a portion of T11S, R12E, G&SRM, Town of Marana, Pima County, Arizona

FINAL BLOCK PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

Job No. 20-0522

FP01

Sheet No. 1 of 6

Sequence Number: _____

tpratonentis Oct. 24, 2023 3:12pm S:\Projects\2020\20-0522\Land Survey\Dwgs\Final Plats\Block Replat\20-0522 Plat - Block Replat.dwg

Sequence Number: _____

NW COR SECTION 36
3-1/2" AC
"PSOMAS 26|25-
35|36 RLS 18557"

N89°48'10"E 2646.92'
1996.45'

36.87'

N 1/4 SECTION 36
1-1/2" LC ON PIPE
UNREADABLE

N89°47'29"E 639.04'
650.47'

N89°47'15"E 843.82'
34.92'

MANDARINA PARCEL C
SEQUENCE NO. 20231590262, P.C.R.
(NOT A PART OF THIS PLAT)

N89°47'09"E 2646.58'
2598.32'

NE COR SEC 36
CALCULATED POSITION

S30°19'19"E 96.10'

S89°47'15"W 1125.98'

S87°13'05"E 670.00'

W. GALVESTON ROAD
(PUBLIC STREET)

W. McDOWELL ROAD
(PUBLIC STREET)

48.26'
80.91'
15.19'
83.14'

S89°55'16"W 2521.96'

N 1/4 SECTION 31
CALCULATED POSITION

MANDARINA PARCEL A
SEQUENCE NO. 20231590262, P.C.R.
(NOT A PART OF THIS PLAT)

BLOCK 8

BLOCK 9

BLOCK 5

W. GILDED STREET
(PUBLIC STREET)

N. BELLA ENANTA ROAD
(PUBLIC STREET)

S20°09'26"E 1022.89'

N19°18'55"W 531.22'

484.35'

(PUBLIC STREET)
N. WILDCREST DRIVE

W. PRAIRIE DRIVE
(PUBLIC STREET)

SHEET 6

N40°53'54"E 678.32'

S18°18'55"E
56.17'

L=731.00'
R=1325.00'
D=31°36'36"

L=813.76'
R=1475.00'
D=31°36'36"

N. MERIDIAN WAY
(PUBLIC STREET)

N. WELCH STREET
(PUBLIC STREET)

BLOCK 4

W. PONTIAC STREET
(PUBLIC STREET)

N. MARCO POLO DRIVE
(PUBLIC STREET)

W. WAKESTONE STREET
(PUBLIC STREET)

W. GILDED STREET
(PUBLIC STREET)

W. SHEEPSHEAD STREET
(PUBLIC STREET)

W Adonis Rd
(EXISTING PUBLIC STREET)
SEQ 20193400150

BLOCK 10

BLOCK 2

W. RUMBLE WAY
(PUBLIC STREET)

SHEET 3

SHEET 4

BLOCK 1

N0°21'36"W 2645.03'

N. ADONIS ROAD

UNION PACIFIC RAILROAD

2607.50'

N49°55'31"W 2417.41'

S49°55'31"E 2417.41'

N. HOUSTON BOULEVARD
(PUBLIC STREET)

N0°10'49"W 2640.59'
2557.45'

S30°10'08"E 1059.45'

N0°16'19"W 2631.77'

BLOCK 11

SHEET 5

S15°53'47"E 672.06'

S89°04'25"W 100.02'

S00°51'06"E 102.40'

W 1/4 COR SECTION 36
POSITION DETERMINED
USING PIMA COUNTY
REFERENCE TIES

S89°44'46"W 5285.20'
2644.70'

C 1/4 SECTION 36
CALCULATED POSITION

S40°4'29"W 150.00'

POINT OF BEGINNING
BLOCKS 1 THROUGH 6
& POINT "A"

2640.50'

N89°43'16"E 2526.17'

N89°50'18"E 82.90'

C 1/4 SECTION 31
CALCULATED POSITION

E 1/4 COR SECTION 36
1/2" IP

L=1042.77'
R=1325.00'
D=45°05'29"

L=901.69'
R=1475.00'
D=35°01'32"

S00°20'45"E 511.34'

POINT OF BEGINNING
BLOCKS 7 THROUGH 10

S84°59'00"W 255.19'

L=1160.82'
R=1475.00'
D=45°05'29"

N84°59'00"E 251.83'

L=40.53'
R=25.00'
D=92°52'37"

W Adonis Rd
(EXISTING PUBLIC STREET)
SEQ 20193400150

N49°55'38"W 3563.38'

BLOCK 12

BLOCK 13

(RADIAL)
S30°09'32"W

L=910.60'
R=1445.85'
D=36°05'07"

MANDARINA BLOCK 5
SEQUENCE NO. 20231590262, P.C.R.
(NOT A PART OF THIS PLAT)

MANDARINA PARCEL B
SEQUENCE NO. 20231590262, P.C.R.
(NOT A PART OF THIS PLAT)

N. MANDARINA BOULEVARD

SHEET 6

N Mandarina Bl
(EXISTING PUBLIC STREET)
SEQ 20193400150
SEQ 20210150765
SEQ 20213260210

S38°17'50"E 433.65'

L=80.41'
R=1355.00'
D=3°24'01"

S43°36'29"W 328.90'

MANDARINA BLOCK 7
SEQUENCE NO. 20231590262, P.C.R.
(NOT A PART OF THIS PLAT)

W. TANGERINE ROAD

N0°16'46"W 1319.63'

N0°15'44"W 1319.61'

N0°7'43"W 5287.09'
2644.67'

N0°7'49"W 2618.60'

N0°26'18"W 2644.23'

L=195.80'
R=140.00'
D=80°07'53"

MANDARINA BLOCK 6
SEQUENCE NO. 20231590262, P.C.R.
(NOT A PART OF THIS PLAT)

W Tangerine Rd
(EXISTING PUBLIC STREET)
DKT 11487, PG 2029

W Tangerine Rd
(EXISTING PUBLIC STREET)
DKT 11487, PG 2029

1754.43'
N89°44'11"E 2646.34'
(BASIS OF BEARINGS)
W. TANGERINE ROAD

891.91'

N89°36'28"E 2518.45'

N89°44'20"E 2642.36'

SW COR. SEC. 36
FND. BCSM IN HANDWELL
MKD. "TOWN OF MARANA"

POINT OF COMMENCEMENT
S 1/4 COR. SEC. 36
FND. 4" BCSM MKD.
"RLS 31591" 0.4' BELOW NG

SE COR. SEC. 36
FND. 3" AC MKD.
"PSOMAS T11S
R12S RLS 18657"

S 1/4 SECTION 31
CALCULATED POSITION

LEGEND

- ◦ FOUND MONUMENT, AS NOTED
- ○ CORNER OF SUBDIVISION
- ⊙ BRASS CAP TO BE SET AT CONSTRUCTION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
- PE PEDESTRIAN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SE SEWER EASEMENT

BOUNDARY LINE
PARCEL LINE
LOT LINE
SECTION LINE
MID-SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE (SCHEDULE B)
QUARTER-SECTION LINE

EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

KEY MAP (NTS)

NORTH

tprotonentis Oct 24, 2023 3:10pm S:\Projects\2020\20-0522\Land Survey\Dwgs\Final Plats\Block Replat\20-0522 Plat – Block Replat.dwg

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EPS GROUP

Project:
Mandarina Blocks 1-2, 4-5 &8-13
Being a portion of Section 36, T11S, R11E, and Section 31, T11s, R12E, G&SRM, Town of Marana, Pima County, Arizona

FINAL BLOCK PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 10-24-23

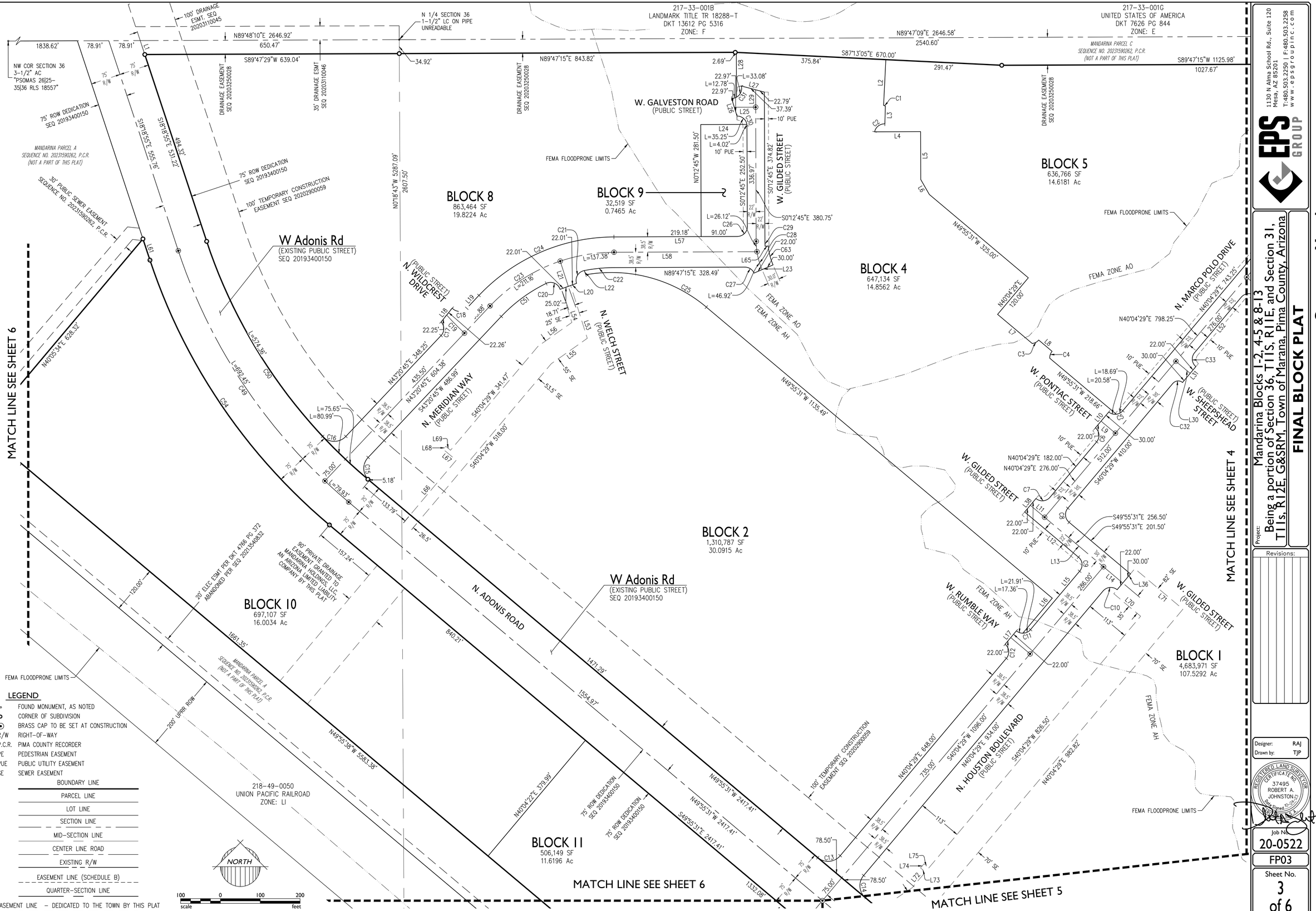
Job No.
20-0522

FP02

Sheet No.
2
of 6

Sequence Number: _____

Sequence Number: _____



EPS GROUP
1130 N Alma School Rd., Suite 120
Mesa, Az 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Sequence Number:

Project:
Being a portion of Section 36, T11S, R12E, and Section 31, T11S, R13E, G&SRM, Town of Marana, Pima County, Arizona

FINAL BLOCK PLAT

Mandarina Blocks 1-2, 4-5 &8-13

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A. JOHNSTON, JR.
Date Signed 10-23-23

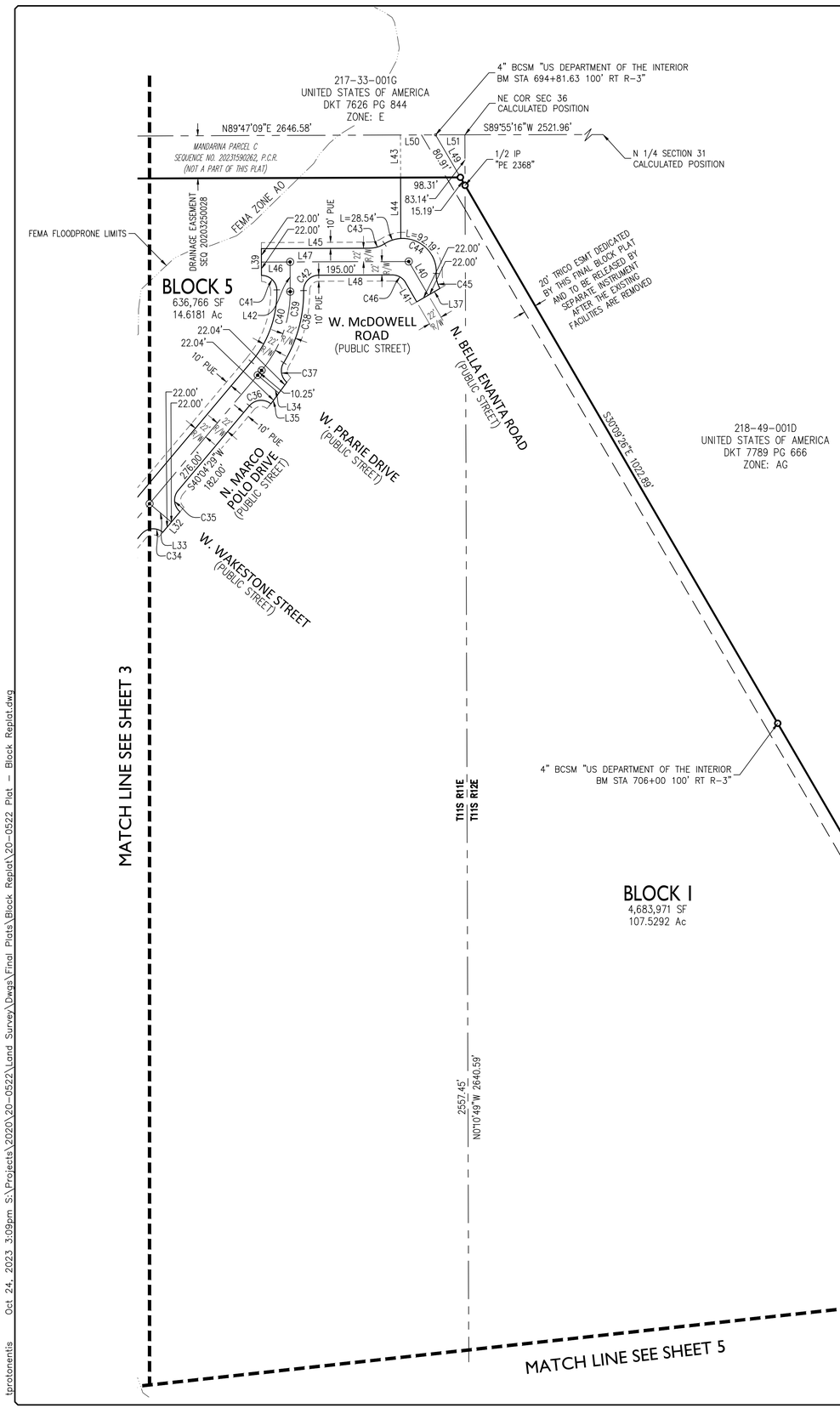
Job No.
20-0522

FP03

Sheet No.
3
of 6

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Sequence Number: _____



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	4.89'	23.16'	12°05'08"	4.88'	S68°40'26"E
C2	35.49'	25.00'	81°20'44"	32.59'	S52°06'33"W
C3	18.69'	25.00'	42°50'37"	18.26'	N61°29'47"E
C4	18.69'	25.00'	42°50'37"	18.26'	S18°39'10"W
C5	39.27'	25.00'	90°00'00"	35.36'	N85°04'29"E
C6	39.27'	25.00'	90°00'00"	35.36'	N04°55'31"W
C7	39.27'	25.00'	90°00'00"	35.36'	N85°04'29"E
C8	39.27'	25.00'	90°00'00"	35.36'	S04°55'31"E
C9	39.27'	25.00'	90°00'00"	35.36'	N04°55'31"W
C10	39.27'	25.00'	90°00'00"	35.36'	S85°04'29"W
C11	39.27'	25.00'	90°00'00"	35.36'	N85°04'29"E
C12	39.27'	25.00'	89°59'58"	35.36'	N04°55'32"W
C13	62.83'	40.00'	90°00'00"	56.57'	N85°04'29"E
C14	62.83'	40.00'	90°00'00"	56.57'	S04°55'31"E
C15	65.12'	40.00'	93°16'16"	58.16'	S03°17'23"E
C16	65.28'	40.00'	93°30'04"	58.27'	S89°54'13"E
C17	37.57'	25.00'	86°06'45"	34.14'	N00°17'22"E
C18	41.16'	25.00'	94°19'21"	36.66'	S89°29'34"E
C19	63.65'	889.50'	4°05'59"	63.63'	S44°36'15"E
C20	42.91'	25.00'	98°20'59"	37.84'	N66°51'51"W
C21	42.67'	25.01'	97°45'10"	37.68'	S31°11'51"W
C22	75.16'	380.83'	11°18'30"	75.04'	S84°17'16"W
C23	348.54'	430.00'	46°26'30"	339.08'	S66°34'00"W
C24	379.75'	468.50'	46°26'30"	369.44'	S66°34'00"W
C25	323.33'	370.00'	50°04'05"	313.14'	N74°57'34"W
C26	39.27'	25.00'	90°00'00"	35.36'	N44°47'15"E
C27	29.18'	25.00'	66°52'44"	27.55'	N56°46'23"W
C28	73.04'	181.00'	23°07'16"	72.55'	S11°46'23"E
C29	12.43'	159.00'	4°28'43"	12.42'	S02°27'06"E
C30	39.27'	25.00'	90°00'00"	35.36'	N45°12'45"W
C31	45.86'	25.00'	105°06'32"	39.70'	N37°13'59"E
C32	26.70'	17.00'	90°00'00"	24.04'	S85°04'29"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C33	39.27'	25.00'	90°00'00"	35.36'	S04°55'31"E
C34	39.27'	25.00'	90°00'00"	35.36'	S85°04'29"W
C35	39.27'	25.00'	90°00'00"	35.36'	S04°55'31"E
C36	39.27'	25.00'	90°00'00"	35.36'	S85°04'29"W
C37	35.54'	25.00'	81°26'34"	32.62'	S09°12'14"E
C38	124.67'	222.00'	32°10'35"	123.04'	N15°25'45"E
C39	140.63'	200.00'	40°17'14"	137.75'	N19°55'52"E
C40	128.24'	178.00'	41°16'42"	125.48'	N19°26'08"E
C41	38.12'	25.00'	87°21'19"	34.53'	N46°32'06"W
C42	39.47'	25.00'	90°27'50"	35.50'	S44°34'22"W
C43	25.81'	45.00'	32°51'36"	25.46'	N73°21'27"E
C44	120.74'	55.00'	125°46'31"	97.91'	N60°11'05"W
C45	25.81'	45.00'	32°51'36"	25.46'	S13°43'38"E
C46	26.20'	25.00'	60°03'19"	25.02'	N60°11'05"W
C47	900.00'	1400.00'	36°49'59"	884.58'	N76°36'01"W
C48	1101.79'	1400.00'	45°05'29"	1073.58'	S72°28'16"E
C49	772.38'	1400.00'	31°36'36"	762.62'	S34°07'13"E
C50	731.00'	1325.00'	31°36'36"	721.77'	S34°07'13"E
C51	140.88'	386.17'	20°54'11"	140.10'	S53°39'12"W
C52	901.69'	1475.00'	35°01'32"	887.71'	N77°30'14"W
C53	1042.77'	1325.00'	45°05'29"	1016.06'	S72°28'16"E
C54	813.76'	1475.00'	31°36'36"	803.47'	S34°07'13"E
C55	1160.82'	1475.00'	45°05'29"	1131.09'	S72°28'16"E
C56	40.53'	25.00'	92°52'37"	36.23'	N48°34'41"W
C57	910.60'	1445.85'	36°05'07"	895.63'	S20°10'56"E
C58	80.41'	1355.00'	3°24'01"	80.40'	N36°30'50"W
C59	195.80'	140.00'	80°07'53"	180.23'	S89°59'34"E
C60	281.51'	1400.00'	11°31'15"	281.03'	N32°27'12"W
C61	1487.54'	955.03'	89°14'37"	1341.67'	S84°41'15"W
C62	909.07'	1400.85'	37°10'54"	893.20'	S19°38'02"E
C63	49.13'	151.00'	18°38'33"	48.91'	S14°00'44"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S18°18'55"E	36.87'
L2	N02°46'55"E	116.62'
L3	N01°46'26"E	44.01'
L4	S89°47'15"W	115.49'
L5	N00°12'45"W	120.27'
L6	N29°41'20"W	43.24'
L7	N49°55'31"W	113.88'
L8	N49°55'31"W	44.00'
L9	N49°55'31"W	47.00'
L10	N40°04'29"E	52.00'
L11	N49°55'31"W	47.00'
L12	N49°55'31"W	176.50'
L13	S49°55'31"E	240.00'
L14	S49°55'31"E	63.50'
L15	N40°04'29"E	192.00'
L16	N40°04'29"E	115.21'
L17	N40°04'29"E	44.00'
L18	N38°44'02"E	44.51'
L19	N43°20'45"E	44.48'
L20	N70°12'58"E	44.03'
L21	S17°41'21"E	66.54'
L22	S20°44'38"E	11.28'
L23	N66°39'59"E	52.00'
L24	N89°47'15"E	115.68'
L25	N89°47'15"E	53.62'
L26	S16°57'11"E	45.95'
L27	S75°07'26"E	60.17'
L28	N00°12'45"W	112.66'
L29	N00°12'45"W	43.78'
L30	S49°55'31"E	47.00'
L31	S40°04'29"W	52.00'
L32	N40°04'29"E	44.00'
L33	S49°55'31"E	47.00'
L34	S49°55'31"E	45.63'
L35	N36°29'55"E	44.09'
L36	S40°04'29"W	52.00'
L37	S59°50'34"W	44.00'
L38	N40°04'29"E	44.00'

LINE TABLE		
LINE	BEARING	LENGTH
L39	N00°12'45"W	44.00'
L40	S30°09'26"E	64.08'
L41	N30°09'26"W	36.92'
L42	N00°12'45"W	48.93'
L43	N00°12'51"W	69.99'
L44	N00°12'45"W	100.08'
L45	N89°47'15"E	177.92'
L46	S89°47'15"W	47.00'
L47	S89°47'15"W	242.00'
L48	S89°47'15"W	120.83'
L49	S30°19'19"E	96.10'
L50	N89°47'09"E	57.72'
L51	S89°47'09"W	48.26'
L52	S40°04'29"W	182.00'
L53	S17°30'25"E	139.17'
L54	N17°30'25"W	88.41'
L55	S54°50'25"W	111.26'
L56	N54°50'25"E	103.76'
L57	N89°47'15"E	310.18'
L58	N89°47'15"E	359.06'
L59	N56°15'06"E	99.05'
L60	N56°15'06"E	88.69'
L61	S18°18'55"E	56.17'
L62	N01°02'36"W	75.01'
L63	S40°04'29"W	150.00'
L64	N49°56'29"E	45.18'
L65	N85°18'32"E	8.00'
L66	N40°04'29"E	179.35'
L67	S49°55'31"E	42.38'
L68	S40°04'29"W	10.00'
L69	N49°55'31"W	15.38'
L70	S49°55'31"E	88.00'
L71	S49°55'31"E	158.00'
L72	N40°04'29"E	51.37'
L73	N49°55'31"W	15.99'
L74	N40°04'29"E	13.00'
L75	S49°55'31"E	15.99'

LEGEND

- ◦ FOUND MONUMENT, AS NOTED
- ○ CORNER OF SUBDIVISION
- ⊙ BRASS CAP TO BE SET AT CONSTRUCTION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
- PE PEDESTRIAN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SE SEWER EASEMENT

BOUNDARY LINE

PARCEL LINE

LOT LINE

SECTION LINE

MID-SECTION LINE

CENTER LINE ROAD

EXISTING R/W

EASEMENT LINE (SCHEDULE B)

QUARTER-SECTION LINE

EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

BLOCK AREA TABLE		
BLOCK	AREA (SF)	AREA (AC)
1	4,683,971	107.5292
2	1,310,787	30.0915
4	647,134	14.8562
5	636,766	14.6181
8	863,464	19.8224
9	32,519	0.7465
10	697,107	16.0034
11	506,149	11.6196
12	470,659	10.8049
13	1,141,097	26.1960

NORTH

100 0 100 200
scale feet

EPS GROUP
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
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Project:
Mandarina Blocks 1-2, 4-5 & 8-13
Being a portion of Sections 31, 36, T11S, R11E, and Section 31, T11S, R12E, G&SRM, Town of Marana, Pima County, Arizona

FINAL BLOCK PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
10-20-23
Date Signed

Job No.
20-0522
FP04
Sheet No.
4
of 6

Sequence Number:

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Sequence Number: _____

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 6

4" BCSM "US DEPARTMENT OF THE INTERIOR BM STA 716+59.42 100' RT R-3"

20' TRICO ESMT DEDICATED BY THIS FINAL BLOCK PLAT AND TO BE RELEASED BY SEPARATE INSTRUMENT AFTER THE EXISTING FACILITIES ARE REMOVED

S15°33'42"E 672.06'

218-49-001D
UNITED STATES OF AMERICA
DKT 7789 PG 666
ZONE: AG

BLOCK I
4,683,971 SF
107.5292 Ac

N0°10'49"W 2640.59'

FEMA FLOODPRONE LIMITS

FEMA ZONE AH

T11S R11E
T11S R12E

E 1/4 COR SECTION 36
1/2" IP

914.20'

1202.99'
N89°43'16"E 2526.17'

S89°04'25"W 100.02'

1-1/2" AC ON 5/8" IP
"416 ROW RT"

4" BCSM

S0°51'06"E 102.40'

N89°50'18"E 82.90'

1323.19'

5/8" IP
"MMLA RLS 18557"

1-1/2" AC IN 2" OP
"PE 2368"

C 1/4 SECTION 31
CALCULATED POSITION

20' ELEC ESMT
DKT 8546 PG 1223
DKT 12758 PG 1281

S0°20'45"E 511.34'

218-49-003C
TANGERINE INVESTMENT
PARTNERS LLC
DKT 13837 PG 2402
ZONE: E

123.9'
L59
L60
70' SE
75' R/W
75' R/W
72.89'
1332.08'

100' TEMPORARY CONSTRUCTION EASEMENT SEQ 20202900039

W. ADONIS ROAD

783.94'
862.44'
S49°55'31"E 2417.41'

75' ROW DEDICATION SEQ 20193400150
75' ROW DEDICATION SEQ 20193400150

W Adonis Rd
(EXISTING PUBLIC STREET)
SEQ 20193400150

POINT OF BEGINNING BLOCKS 1 THROUGH 6 & POINT "A"

BLOCK II
506,149 SF
11.6196 Ac

1726.30'
S89°44'46"W 5285.20'

C 1/4 SECTION 36
CALCULATED POSITION

N40°04'22"E 379.95'

245.13'
408.85'
75' R/W
75' R/W
L63

POINT OF BEGINNING BLOCKS 7 THROUGH 10

N49°55'38"W 5583.38'

20' ELEC ESMT PER DKT 4766 PG 372
ABANDONED PER SEQ 20213540832

120.00'

218-49-0050
UNION PACIFIC RAILROAD
ZONE: LI

90' PRIVATE DRAINAGE EASEMENT GRANTED TO MANDARINA HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, BY THIS PLAT

L=870.28'
C53
C48
C55

S84°59'00"W 255.19'
S84°59'00"W 255.19'
N84°59'00"E 251.83'
L=290.54'

L=73.38'
L62
C56

C47
L=826.62'

W. ADONIS ROAD

75' ROW DEDICATION SEQ 20193400150

75' R/W
75' R/W

S0°20'45"E 87.73'
S58°11'01"E 0.18'

FEMA FLOODPRONE LIMITS

FEMA ZONE AO

MANDARINA BLOCK 3
SEQUENCE NO. 20231590262, P.C.R.
(NOT A PART OF THIS PLAT)

(RADIAL)
S32°00'32"W

MANDARINA PARCEL A
SEQUENCE NO. 20231590262, P.C.R.
(NOT A PART OF THIS PLAT)

1065.79'

200' UPRR ROW

FEMA FLOODPRONE LIMITS

N0°15'49"W 2618.60'

BLOCK 12
470,659 SF
10.8049 Ac

N40°04'22"E 629.29'

N Mandarina Bl
(EXISTING PUBLIC STREET)
SEQ 20193400150
SEQ 20210150765
SEQ 20213260210

45' R/W
45' R/W

C62
C57

N. MANDARINA BOULEVARD

FEMA ZONE AO
FEMA ZONE AH

FEMA FLOODPRONE LIMITS

MANDARINA PARCEL B
SEQUENCE NO. 20231590262, P.C.R.
(NOT A PART OF THIS PLAT)

N0°26'18"W 2644.23'

BLOCK 13
1,141,097 SF
26.1960 Ac

218-49-0050
UNION PACIFIC RAILROAD
ZONE: LI

1524.15'

MATCH LINE SEE SHEET 6

POINT OF COMMENCEMENT
S 1/4 COR. SEC. 36
FND. 4" BCSM MKD.
"RLS 31591"
0.4' BELOW NG

1754.43'

N89°44'11"E 2646.34'
(BASIS OF BEARINGS)

W. TANGERINE ROAD

891.91'

N89°36'28"E 2518.45'

SE COR. SEC. 36
FND. 3" AC MKD.
"PSOMAS T11S
R12S RLS 18657"

S 1/4 SECTION 31
CALCULATED POSITION

W Tangerine Rd
(EXISTING PUBLIC STREET)
DKT 11487, PG 2029

NORTH

100 0 100 200
scale feet

LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- BRASS CAP TO BE SET AT CONSTRUCTION
- R/W RIGHT-OF-WAY
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- PE PEDESTRIAN EASEMENT
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- SE SEWER EASEMENT

BOUNDARY LINE
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EASEMENT LINE (SCHEDULE B)
QUARTER-SECTION LINE

EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

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w w w . e p s g r o u p i n c . c o m

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Mandarina Blocks 1-2, 4-5 & 8-13
Being a portion of Section 36, T11S, R11E, and Section 31, T11S, R12E, G&SRM, Town of Marana, Pima County, Arizona

FINAL BLOCK PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON JR.
Date Signed 10-20-23

Job No.
20-0522

FP05

Sheet No.
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of 6

Sequence Number:

Sequence Number: _____

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MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 5

BLOCK 10
697,107 SF
16.0034 AC

BLOCK 11
506,149 SF
11.6196 Ac

BLOCK 13
1,141,097 SF
26.1960 Ac

30' PUBLIC SEWER EASEMENT SEQUENCE NO. 20231590262, P.C.R.

218-49-0050
UNION PACIFIC RAILROAD
ZONE: LI

20' ELEC ESMT PER DKT 4766 PG 372 ABANDONED PER SEQ 20213540832

120.00'

200' UPRR ROW

MANDARINA PARCEL A SEQUENCE NO. 20231590262, P.C.R. (NOT A PART OF THIS PLAT)

FEMA FLOODPRONE LIMITS

N49°55'38"W 5583.38'

1524.15'

N0°26'18"W 2644.23'

T11S R11E
T11S R12E

SE COR. SEC. 36
FND. 3" AC MKD.
"PSOMAS T11S
R12S RLS 18657"

C 1/4 SECTION 36
CALCULATED POSITION

90' PRIVATE DRAINAGE EASEMENT GRANTED TO MANDARINA HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY BY THIS PLAT

1332.08'

14.26'

N Mandarina Bl
(EXISTING PUBLIC STREET)
SEQ 20193400150
SEQ 20210150765
SEQ 20213260210

W Adonis Rd
(EXISTING PUBLIC STREET)
SEQ 20193400150

N. ADONIS ROAD

N. MANDARINA BOULEVARD

45' R/W

S38°12'50"E 433.65'

C58 L=18.62'

C60 L=202.56'

C59

S49°56'29"W 328.90'

S76°41'55"E 150.78'

C61 L=1204.55'

L=282.99'

150' R/W

W Tangerine Rd
(EXISTING PUBLIC STREET)
DKT 11487, PG 2029

W. TANGERINE ROAD

MANDARINA BLOCK 3 SEQUENCE NO. 20231590262, P.C.R. (NOT A PART OF THIS PLAT)

MANDARINA PARCEL B SEQUENCE NO. 20231590262, P.C.R. (NOT A PART OF THIS PLAT)

MANDARINA BLOCK 7 SEQUENCE NO. 20231590262, P.C.R. (NOT A PART OF THIS PLAT)

MANDARINA BLOCK 6 SEQUENCE NO. 20231590262, P.C.R. (NOT A PART OF THIS PLAT)

218-49-003C
TANGERINE INVESTMENT PARTNERS LLC
DKT 13837 PG 2402
ZONE: E

FEMA ZONE AO
FEMA ZONE AH

FEMA FLOODPRONE LIMITS

218-49-0050
UNION PACIFIC RAILROAD
ZONE: LI

LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- BRASS CAP TO BE SET AT CONSTRUCTION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
- PE PEDESTRIAN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SE SEWER EASEMENT

BOUNDARY LINE
PARCEL LINE
LOT LINE
SECTION LINE
MID-SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE (SCHEDULE B)
QUARTER-SECTION LINE

EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

NORTH

100 0 100 200
scale feet

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EPS GROUP

Project:
Mandarina Blocks 1-2, 4-5 &8-13
Being a portion of Section 36, T11S, R11E, and Section 31, T11s, R12E, G&SRM, Town of Marana, Pima County, Arizona

FINAL BLOCK PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 10-24-23

Job No.
20-0522

FP06

Sheet No.
6
of 6

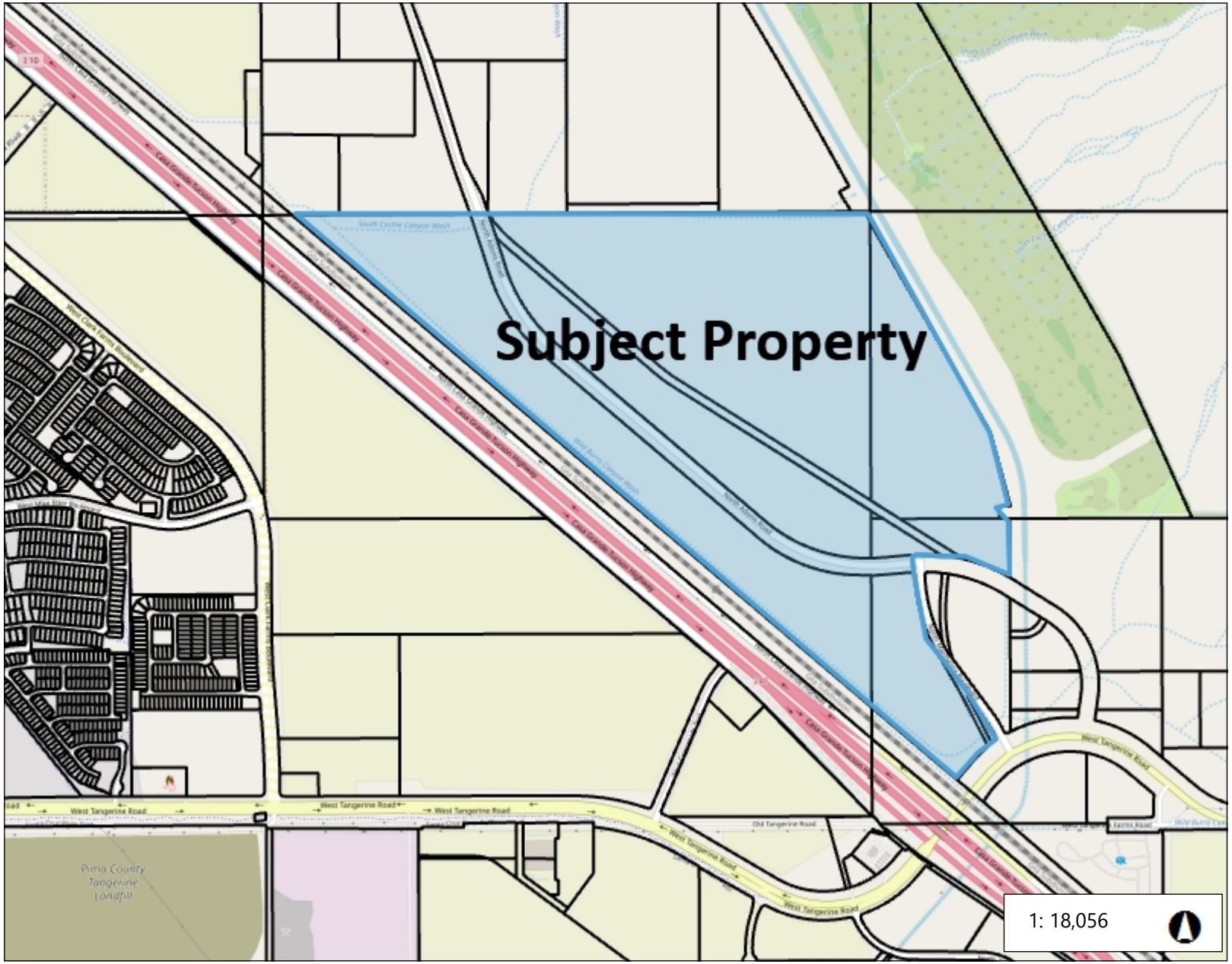
Sequence Number:

tprotonentis Oct. 24, 2023 3:08pm S:\Projects\2020\20-0522\Land Survey\Dwgs\Final Plats\Block Replat\20-0522 Plat – Block Replat.dwg

Sequence Number: _____

Town of Marana Planning

Location Map





Legend

- Marana Town Limits
- Parcel Labels
- Parcels (Black)

Notes

PRV2210-003 Mandarina Final Block Re-Plat

0.6 0 0.28 0.6 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

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: Mandarina		
Description of Project: Replat of Mandarina Block Plat	Number of Lots: 0	
Parcel No.(s): 21755011D, 21755011G, 21755011H	Gross Area (Acres): 194.39	
Project Address: Northwest of Adonis Road and Mandarina Road		
Ref. Project No.: PRV2111-004		

CONTACT INFORMATION

Owner: Mandarina Holdings LLC	Contact Name: Hudd Hassell		
Address: 1635 N Greenfield Road, #115	City: Mesa	State: AZ	Zip: 85205
Email: hudd@belaflor.com	Phone No.: (602) 525-0000		
Applicant: EPS Group, Inc.	Contact Name: Meikle Garrett		
Address: 1130 N Alma School Road, #120	City: Mesa	State: AZ	Zip: 85201
Email: meikle.garrett@epsgroupinc.com	Phone No.: (480) 355-0628		
Consultant/Engineer: EPS Group, Inc.	Contact Name: Brian Nicholls		
Address: 1130 N Alma School Road, # 120	City: Mesa	State: AZ	Zip: 85201
Email: brian.nicholls@epsgroupinc.com	Phone No.: (480) 355-1537		

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.)

G. Meikle Garrett		10/19/2022
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C6**

Meeting Date: 11/21/2023

To: Mayor and Council

Submitted For: Linda Dralle, Administrative Assistant

From: Linda Dralle, Administrative Assistant

Date: November 21, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-112: Relating to Marana Regional Airport; authorizing the Public Works Director or designee to submit an application for entry into the Federal Contract Tower Program at Marana Regional Airport (Fausto Burruel)

Discussion:

The Marana Regional Airport (AVQ) is interested to reapply for the development and operation of a new air traffic control tower (ATCT) facility at the Airport to enhance the safety and efficiency for users of the Airport. The Town commissioned Quadrex Aviation to investigate operational and financial feasibility of gaining acceptance into the Federal Aviation Administration's (FAA) Federal Contract Tower (FCT) program. A copy of the study is attached for Council's information.

In 2019, the Town of Marana initially applied for entry into the FCT program. Based upon the FAA's 3.41 benefit/cost determination, AVQ was accepted into the program on December 13, 2019, with the provision that an ATCT would be constructed within the following five years. Despite the Towns' good-faith efforts to proceed with the development of the ATCT, which included the completion of the siting study and work towards the Environmental Assessment, the COVID-19 pandemic interfered with the process and, as a result, it became apparent that the ATCT project would not be completed within the required five-year window.

In April 2023, the Town applied for an extension of the five-year deadline, which was summarily denied because the FAA's policy did not provide authorization to grant

extension requests. As a result, the Town has elected to submit an updated FCT application as a means to reset the schedule for completion of the ATCT.

Continued FCT Program Feasibility Scope

The Benefit Cost Analysis (BCA) process applies the methodology promulgated in FAA report APO 90-7, "Establishment and Discontinuance Criteria for Air Traffic Control Towers" to determine if the value of ATCT benefits (e.g., lives and property saved from avoidable accidents) outweigh the costs (measured in terms of ATCT construction, controller payroll, etc.) The FAA will evaluate information supplied by the sponsor as well as its own internal data to prepare a benefit/cost determination.

1. Aviation Activity Review – Available data related to historical and existing aviation activity at AVQ will be reviewed and compared to the FAA's most recent Terminal Area Forecast (TAF) and other forecasts of aviation activity. Additional information necessary to update the TAF with accurate site-specific data will be identified and complied.
2. Pro-forma ATC Tower Benefit/Cost Analysis – The TAF and Alternate Scenario forecasts will be used as input data to conduct a Benefit/Cost Analysis using the FAA's Office of Policy and Plans' standard criteria. A sensitivity analysis will also be conducted to identify and evaluate the impact of critical factors for adjustment of the Benefit/Cost ratio.
3. Prepare Detailed Benefit/Cost Analysis Report – A detailed report containing the background, rationale, and results of the Benefit/Cost Analysis will be prepared. Also included will be a recommended strategy for updating the FAA's database related to the Airport that can be used for calculating future Benefit/Cost ratios.
4. Prepare FCT Program Application Package – An application package that includes updated information from the Benefit/Cost Analysis Report with other pertinent information will be prepared for submittal to the FAA for consideration.
5. Meetings & Coordination – Online communication and consultation meetings will take place during the process.

The Air Traffic Control Tower Feasibility Study involves determining the likelihood that AVQ would be a viable candidate under the FAA's criteria for entry into the FCT program. The FAA's eligibility determination is based primarily on the calculation of the value of lives and property saved from midair collisions and other accidents that could be prevented by providing controlled airspace around the Airport where it did not exist before. This benefit value is compared to the estimated annual operating costs of the control tower to yield a benefit-to-cost ratio. The FAA requires that the Benefit/Cost (B/C) ratio be least 1.0 in order to be considered as a "candidate" for acceptance into the FCT program. Successful entry into the program results in the FAA assuming the annual operating costs for providing the ATC controllers, assuming that a control tower meeting its development standards is in place.

Candidate status for a proposed ATCT location allows the airport sponsor to proceed with the planning, design and construction of a control tower that meets the FAA's siting and design criteria and permits the use of funds from the Airport Improvement Program (AIP). ATCT planning tasks include a detailed site selection study, safety risk

management analysis and an environmental assessment to comply with NEPA guidelines. Upon the acceptable completion of the control tower construction, the FAA contracts with its regional ATC service provider to station controllers at the new location.

AJT recreated the benefit/cost model after going back and forth with the FAA. The unaudited B/C for AVQ using the new data and AVQ's current TAF forecasts is **4.12**, which suggests that it is likely the FAA will continue to consider AVQ as a FCT candidate. If the FAA issues a favorable determination of the Airport's B/C, they will issue a letter stating that (1) AVQ has been accepted as a "candidate" for the FCT program, (2) an Air Traffic Control Tower meeting their standards must be available and (3) the Town will be required to sign their standard Air Traffic Control Tower Operating Agreement. In addition, the B/C determination will remain valid for a period of five years. As FCT candidate, AVQ will have access to federal funding assistance through the FAA's Airport Improvement Program (AIP) for the siting study update, environmental assessment and other tasks associated with the development of an Air Traffic Control Tower. Furthermore, the FAA Reauthorization Act lifted the $2 million limit for the maximum federal participation in ATCT development and provided access to the AIP Small Airport Fund. These provisions will offer a greater likelihood that an ATCT can be constructed at AVQ with only a modest contribution (10 percent) by the Town for the sponsor share of the project.

Financial Impact:

At this time there is no financial impact to the Town as this is a request to authorize the Public Works Director or designee to submit an application. However, in the future, if accepted into the Federal Contract Tower Program for the construction of a tower, the Town will then enter into other agreements that may require the Town to pay a contribution of up to 10% of the costs of the tower. The project is included in the Council-approved five-year CIP plan. Total budget authorization of $13.6 million was included for design, construction and other project related costs.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-112.

Suggested Motion:

I move to adopt Resolution No. 2023-112, authorizing the Public Works Director or designee to submit an application for entry into the Federal Contract Tower Program at Marana Regional Airport.

Attachments

Resolution No. 2023-112
Reapplication
Benefit Cost Analysis

MARANA RESOLUTION NO. 2023-112

RELATING TO MARANA REGIONAL AIRPORT; AUTHORIZING THE PUBLIC WORKS DIRECTOR OR DESIGNEE TO SUBMIT AN APPLICATION FOR ENTRY INTO THE FEDERAL CONTRACT TOWER PROGRAM AT MARANA REGIONAL AIRPORT

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

WHEREAS the Town of Marana, Arizona is the owner and operator of the Marana Regional Airport; and

WHEREAS the Federal Aviation Administration (FAA) has instituted a Federal Contract Tower Program for providing air traffic control services at small airports where the level of aviation activity has reached a minimum threshold to justify the establishment of an air traffic control tower; and

WHEREAS the Town of Marana desires the Federal Aviation Administration to establish air traffic control services to enhance the safe use of the Marana Regional Airport; and

WHEREAS the FAA requires the submission of an application as a prerequisite for consideration and acceptance as a candidate for entry into the Federal Contract Tower Program and to thus become eligible for financial assistance to develop and equip an air traffic control tower that meets the FAA's siting and design standards which when completed, will be funded and operated by certified contract air traffic controllers; and

WHEREAS in 2019, the Town of Marana applied for and was accepted into the Federal Contract Tower Program; and

WHEREAS due in part to the COVID-19 pandemic, the Town applied for an extension of the FAA-required five-year deadline to complete the tower, which was denied as a result of the FAA lacking the requisite authority to grant extension requests; and

WHEREAS as a result, Town staff now recommends submitting an updated Federal Contract Tower application as a means to reset the five-year schedule for completion of the tower; and

WHEREAS the Town Council finds that submitting an updated Federal Contract Tower Program application at this time is in the best interests of the Town.

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

SECTION 1. The Public Works Director or designee is hereby authorized to submit an application with the Federal Aviation Administration for consideration as a candidate for entry into the Federal Contract Tower Program as a means to restart the required five-year schedule for completion of the tower.

SECTION 2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of November, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL AVIATION ADMINISTRATION
AND THE
TOWN OF MARANA, ARIZONA

This Memorandum of Understanding (MOU) is made for the purpose of notice by and between the Federal Aviation Administration (FAA) and the Town of Marana, Arizona (Sponsor) as owner and operator of the Marana Regional Airport (AVQ), collectively known as "the Parties."

This MOU represents the complete understanding of the Parties concerning the expectations for each party during the period between the date that the Sponsor submits an application for inclusion in the FAA's Federal Contract Tower (FCT) Program and formal entry into the Program.

Section 1. Mutual Agreements

a. The parties agree that the minimum requirements for entry into the FCT Program are (1) a benefit/cost (B/C) determination of 1.0 or greater and, (2) a sponsor-provided air traffic control tower (ATCT) determined by FAA to be suitable for conducting air traffic control services. The Sponsor requesting entry into the FCT Program will receive an application package directly from FAA. The FCT application package will include a request for documentation and data that will be used to complete the B/C determination. Upon receipt of the completed package, FAA will issue a determination of the Sponsor's B/C within 90 days.

b. If the Sponsor's B/C is determined to be less than 1.0, the Sponsor shall have 90 days from the receipt of the B/C determination notice to appeal of the determination, together with updated or additional data in support of the appeal. Within 90 days of receipt of new or additional data, the FAA will review the data and respond with an updated B/C determination.

c. If a B/C of 1.0 or greater is received, the Sponsor will have five (5) years from the date of receiving the B/C to complete the requirements for entry into the FCT Program. At the end of the five-year period, if the requirements have not been fully met, the MOU will expire and the Sponsor will be required to sign a new MOU. An updated B/C will be required with each new MOU. Applicants that do not obtain a 1.0 or greater B/C will not be eligible for entry into the FCT Program.

d. The Airport Sponsor agrees that notwithstanding any other provisions of this MOU, the FAA's ability to provide contract ATC services is contingent upon the appropriation of adequate funding that enables the FAA to provide contract air traffic control (ATC) services. If adequate annual appropriations are not provided, the FAA may not fulfill its expectations under this MOU.

e. The parties agree to enter into an ATC Tower Operations Agreement that will set forth the terms under which the FAA will provide ATC services, and will define

the conditions under which the FAA will occupy the sponsor provided tower for the purpose of providing ATC services. Parties are bound by a duty of good faith and best effort in achieving the goals of this MOU.

Section 2. Effective Date and Term

The effective date of this MOU is the date on which it has been signed by the appropriate representatives for both the FAA and the Sponsor. This Agreement shall expire five (5) years from the effective date unless terminated by the parties in writing.

AGREED:

Town of Marana	Federal Aviation Administration
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Quadrex Aviation, LLC
Airport Development Services

P.O. Box 34155
Melbourne, Florida 32903-1155
(321) 574-5633 [office]
(386) 295-9050 [cell/text]
dabyers@Quadrex.aero

ATCT Development
Strategic Planning
Financial Analysis
Academic Research

Memorandum

Date: October 25, 2023

To: Pete Deeks, AJT Engineering
Greg Sendlak, Town of Marana Public Works

From: Dave Byers, Quadrex

RE: FCT Program Reapplication
Marana Regional Airport (AVQ)

In early 2019, the Town of Marana applied for entry into the Federal Contract Tower (FCT) program and based upon FAA's 3.41 benefit/cost determination, AVQ was conditionally accepted on December 13, 2019 with the provision that an air traffic control tower (ATCT) would be constructed within the following 5 years. Despite the Town's good faith efforts to proceed with the development of the ATCT which included the completion of the requisite siting and environmental assessment studies, the COVID pandemic interfered with the process and as a result, it became apparent that the ATCT project would not be completed within the 5-year window. In April 2023, the Town requested an extension of the 5-year deadline which was summarily denied since FAA's policy does not provide an authorization to grant such requests.

Section 1 of the Memorandum of Understanding (MOU) the Town signed as part of it's FCT application package states:

> *If a B/C of 1.0 or greater is received, the sponsor will have five (5) years from the date of receiving the B/C to complete the requirements for entry into the FCT Program. At the end of the five-year period, if the requirements have not been fully met, the MOU will expire and the sponsor will be required to sign a new MOU. An updated B/C will be required with each new MOU. Applicants that do not obtain a 1.0 or greater B/C will not be eligible for entry into the FCT Program.*

Since it is clear that an ATCT at AVQ will not operational by December 2024, we have prepared a new MOU for the Town to submit to the FAA which will trigger their reassessment of the Airport's B/C ratio. We have also prepared an updated calculation of the B/C ratio which uses the FAA's current Terminal Area Forecast for AVQ as an estimate of future aviation activity. The analysis resulted in a preliminary B/C ratio of **4.12** which suggests that it is likely that the FAA will continue to consider AVQ as a FCT candidate. The following information presents a detailed description of the aviation activity data, specific factors that have been updated since the previous B/C determination, and the calculations for resultant B/C ratio.

FCT Benefit/Cost Analysis Update
Marana Regional Airport

I. INTRODUCTION

The Town of Marana, Arizona, as owner and operator of the Marana Regional Airport (AVQ), was accepted by the FAA as a candidate for the Federal Contract Tower Program on December 13, 2019, dependent on the Town providing a fully operational air traffic control tower (ATCT) within 5 years. Since the notification, the Town has made good faith efforts to plan, design, and construct the tower within the 5-year window. However, due to timing of the projects and the impacts of COVID pandemic, the ATCT will not be completed before the deadline. Consequently, the Town is seeking an updated B/C determination that the Airport is still a candidate for the FCT program.

The following narrative presents the current forecasts of aviation activity, factors that have been updated since the previous B/C determination, and a new assessment of the Airport's B/C ratio. The comments and opinions expressed in this report are exclusively those of Quadrex Aviation and do not reflect the position of the FAA, or any other federal, state, or local agency.

II. AIRPORT FACILITY AND AIRCRAFT ACTIVITY SUMMARY

Table 1 provides a comparison of the aircraft based at AVQ by general categories.

Table 1
Based Aircraft (2019 vs 2022)
Marana Regional Airport

	FY 2019 [1]		FY 2022 [2]	
Aircraft Type	**No. of Aircraft**	**Percent of Total Aircraft**	**No. of Aircraft**	**Percent of Total Aircraft**
Single Engine Piston	245	84.2%	165	85.5%
Multi-engine Piston	20	6.9%	15	7.8%
Multi-engine Turbine	12	4.1%	2	1.0%
Helicopter	2	0.7%	–	0.0%
Other	11	4.1%	11	5.7%
Total	**290**	**100.0%**	**193**	**100.0%**

Source:
[1] FAA National Based Aircraft Inventory
[2] FAA Form 5010 Airport Master Record

Table 1 shows a substantial decrease in based aircraft over the past 5 years. This is attributable in part to aircraft being relocated to other airports.

A comparison of estimated operations data for AVQ that appeared in the FAA's FAA Form 5010-1, Airport Master Record for 2019 and 2022 is shown in **Table 2** and demonstrates that the 5010 data has not been updated between the two periods. The 5050 forms for both years are attached.

Table 2
Estimated Baseline Aircraft Operations (FY 2019 vs 2022)
Marana Regional Airport

	FY 2019		FY 2022	
Operations Type	**Operations**	**Percent**	**Operations**	**Percent**
Itinerant Operations [1]				
Air Carrier	–	–	–	–
Air Taxi/Charter	10,000	11.1	10,000	11.1
General Aviation	30,000	33.2	30,000	33.2
Military	20,252	22.4	20,252	22.4
Subtotal Itinerant	60,252	66.8	60,252	66.8
Local Operations [2]				
General Aviation	30,000	33.2	30,000	33.2
Military	–	–	–	–
Subtotal Local	30,000	33.2	30,000	33.2
Total Operations	**90,252**	**100.0**	**90,252**	**100.0**

Notes:
[1] Itinerant operation - aircraft arriving from or departing to another airport
[2] local operation - aircraft staying within the traffic pattern or within 20-miles
Source: FAA Form 5010 Airport Master Record (AVQ)

III. AIRCRAFT ACTIVITY FORECASTS

The standard source of forecast data used by the FAA in the Benefit/Cost analysis process is the FAA's Terminal Area Forecast (TAF). **Table 3** presents the FAA's current 2021-2045 TAF projections for future aircraft operations at AVQ. As the table shows, the TAF applied an anticipated rate of growth to the baseline operations data (Table 2) for itinerant and local general aviation operations to project a modest but continual growth in general aviation activity levels over the next 20-year period. Because the AVQ TAF demonstrates an optimistic outlook on the Airport's traffic, it was used for Base Case scenario to determine the Airport's Benefit/Cost ratio.

IV. COSTS, CRITICAL VALUES, AND OTHER FAA ASSUMPTIONS

While aircraft activity determines with the benefit side of the equation, costs are primarily represented by the FAA's annual cost to operate the ATC as charged by the regional FAA contractor. In AVQ's 2019 B/C determination, FAA used $609,195 to represent the annual ATC operational labor costs and $142,266 for the expenses for a total of $751,461 which was held constant throughout the 15-year period. Currently, FAA is using $680,160 for the annual labor costs and $164,069 for annual operational expenses which totals 844,219, a 12.3 percent increase over the 2019 costs.

The FAA in the B/C analysis process uses various "critical values" that represent a econometric measure of specific items such as the value of a life, serious injury, or delay time. These are set by the federal Office of Management and Budget (OMB) and regularly updated. The comparison of the FY 2019 and current critical values for items used in the B/C Analysis are presented in **Table 4**. These values are applied to represent objective and comparable scenarios for evaluating the economic impact of proposals such as the establishment and operation of new ATCT facilities.

Table 3
AIRCRAFT OPERATIONS FORECAST
Terminal Area Forecast (AVQ)
Marana Regional Airport

Forecast Year	Air Carrier	Air Taxi & Charter	GA Itinerant	Military Itinerant	Total Itinerant	GA Local	Military Local	Total Local	Total Operations
2021*	-	10,000	30,000	20,252	60,252	30,000	-	30,000	90,252
2022	-	10,000	30,631	20,252	60,883	30,630	-	30,630	91,513
2023	-	10,000	31,274	20,252	61,526	31,274	-	31,274	92,800
2024	-	10,000	31,931	20,252	62,183	31,931	-	31,931	94,114
2025	-	10,000	32,602	20,252	62,854	32,602	-	32,602	95,456
2026	-	10,000	33,287	20,252	63,539	33,288	-	33,288	96,827
2027	-	10,000	33,986	20,252	64,238	33,987	-	33,987	98,225
2028	-	10,000	34,699	20,252	64,951	34,701	-	34,701	99,652
2029	-	10,000	35,427	20,252	65,679	35,430	-	35,430	101,109
2030	-	10,000	36,169	20,252	66,421	36,174	-	36,174	102,595
2031	-	10,000	36,928	20,252	67,180	36,933	-	36,933	104,113
2032	-	10,000	37,702	20,252	67,954	37,709	-	37,709	105,663
2033	-	10,000	38,493	20,252	68,745	38,500	-	38,500	107,245
2034	-	10,000	39,300	20,252	69,552	39,309	-	39,309	108,861
2035	-	10,000	40,125	20,252	70,377	40,135	-	40,135	110,512
2036	-	10,000	40,966	20,252	71,218	40,978	-	40,978	112,196
2037	-	10,000	41,827	20,252	72,079	41,838	-	41,838	113,917
2038	-	10,000	42,703	20,252	72,955	42,717	-	42,717	115,672
2039	-	10,000	43,599	20,252	73,851	43,614	-	43,614	117,465
2040	-	10,000	44,513	20,252	74,765	44,530	-	44,530	119,295
2041	-	10,000	45,446	20,252	75,698	45,464	-	45,464	121,162
2042	-	10,000	46,399	20,252	76,651	46,419	-	46,419	123,070
2043	-	10,000	47,371	20,252	77,623	47,394	-	47,394	125,017
2044	-	10,000	48,364	20,252	78,616	48,389	-	48,389	127,005
2045	-	10,000	49,377	20,252	79,629	49,404	-	49,404	129,033

Notes:
** base year*
Shaded area = operations used in the B/C determination

Total Growth *41.0%*
CAGR *1.5%*

Source: FAA Terminal Area Forecast (FY 2022-2045) for AVQ

10/16/2023

Table 4
FAA Critical Values & Assumptions
(FY 2019 vs FY 2023)

Factor	FY 2019	FY 2023
Statistical Life	9,600,000	12,500,000
Serious Injury	2,426,400	2,426,400
Minor Medical Injury	28,000	28,000
Traveler's Delayed Time (*per hour*)	48.05	48.05
Discount Rate (*for net present value*)	7%	7%

Source: Office of Management & Budget (OMB), FAA Office of Policy & Plans

V. AVQ Updated Benefit/Cost Analysis

The updated Benefit/Cost ratio that would result from the FAA's use of the current data for AVQ including the Terminal Area Forecast (Table 3), operational costs, and the critical factors is presented in Table 5 in comparison with the 2019 B/C determination.

Table 5
Preliminary Benefit/Cost Determination
(FY 2019 vs FY 2023)

Factor	FY 2019	FY 2023
Cumulative Discounted Benefits [1]	22,648,547	30,937,396
Cumulative Discounted Costs [1]	6,844,242	7,698,074
Benefit/Cost Ratio [2]	3.31	4.12

[1] discounted @ 7% annually
[2] includes a statutory 0.10 increase in base B/C calculation

Table 5 demonstrates that the updated B/C exceeds to requisite 1.0 by a considerable margin and would thus remain an FCT candidate. **Table 6** presents the detailed benefit/cost calculations for the updated scenario including the cumulative and discounted life cycle costs and benefits of the ATCT over the 15-year period.

V. CONCLUSIONS AND RECOMMENDATIONS

Based on this analysis, it appears that Marana Regional Airport would remain a strong candidate for the FAA's Federal Contract Tower program. With the Town's submittal of a new Memorandum of Understanding, the FAA will reevaluate its previous Benefit/Cost determination, incorporating the updated factors and issue a new B/C determination with a renewed 5-year window for completion of the control tower.

Table 6
UPDATED PRELIMINARY BENEFIT/COST CALCULATION
Terminal Area Forecast (AVQ)
Marana Regional Airport

Period	Year	Collision Benefit (B1)	Accident Benefit (B2)	Efficiency Benefit (B3)	Total Benefit	Benefit Adjustment [1]	Discount Factor (@7%)	Present Value (NPV)	ATC Cost	Present Value (NPV)
1	2022	1,326,646	300,868	1,812,671	3,440,185	92.5%	0.935	2,973,992	844,219	788,990
2	2023	1,355,856	302,401	1,817,719	3,475,976	92.5%	0.873	2,808,348	844,219	737,374
3	2024	1,385,983	303,966	1,822,767	3,512,716	92.5%	0.816	2,652,366	844,219	689,134
4	2025	1,417,066	305,565	1,828,060	3,550,691	92.5%	0.763	2,505,645	844,219	644,051
5	2026	1,449,148	307,198	1,833,354	3,589,700	92.5%	0.713	2,367,451	844,219	601,916
6	2027	1,482,206	308,864	1,838,772	3,629,842	92.5%	0.666	2,237,313	844,219	562,539
7	2028	1,516,304	310,563	1,844,312	3,671,179	92.5%	0.623	2,114,759	844,219	525,737
8	2029	1,551,490	312,299	1,850,098	3,713,887	92.5%	0.582	1,999,402	844,219	491,343
9	2030	1,587,761	314,068	1,855,761	3,757,590	92.5%	0.544	1,890,589	844,219	459,199
10	2031	1,625,220	315,877	1,861,794	3,802,891	92.5%	0.508	1,788,207	844,219	429,158
11	2032	1,663,885	317,723	1,867,826	3,849,434	92.5%	0.475	1,691,675	844,219	401,082
12	2033	1,703,790	319,608	1,873,982	3,897,380	92.5%	0.444	1,600,697	844,219	374,843
13	2034	1,745,005	321,532	1,880,261	3,946,798	92.5%	0.415	1,514,947	844,219	350,321
14	2035	1,787,592	323,499	1,886,663	3,997,754	92.5%	0.388	1,434,118	844,219	327,403
15	2036	1,831,524	325,504	1,893,188	4,050,216	92.5%	0.362	1,357,886	844,219	305,984
Total		23,429,476	4,689,535	27,767,228	55,886,239			30,937,396	12,663,285	7,689,074

Benefit/Cost Ratio = 30,937,396 / 7,689,074 **B/C* = 4.12**

Notes	*A/C Type*	*A/C Value*	*Occupants*
	AC	*20,765,503*	*124.74*
	AT	*3,448,931*	*5.23*
	GA Itinerant	*1,314,339*	*3.70*
	GA Local	*44,518*	*2.46*
	Military	*81,191,069*	*4.05*

Calculation Basis
Establishment Criteria

Calculation Factors
Tower Count 92.5%

ATC Annual Cost: 844,219

* *includes 0.10 added to B/C per H.R. 302, Sec 133(d)(2)(E)*

10/16/23

Attachments

MARANA AZ
PUBLIC WORKS

April 4, 2023
Lisa Bush-Caudle
Manager, Contract Tower and Aviation Weather
US Department of Transportation
Federal Aviation Administration

Re: Marana Regional Airport (AVQ)
Candidate, Federal Aviation Administration Contract Tower (FCT) Program
Airport Traffic Control Tower Completion and Operational Readiness Inspection (ORI)

Attached: Letter of acceptance as a candidate into the FCT Program dated 12/13/2019.

Dear Ms. Bush-Caudle,

AVQ is requesting an extension of time for the five (5) year reapplication period as we cannot complete the process due to scheduling issues beyond our control. Initial proceedings were severely impacted as the Covid Pandemic began shortly after receiving the letter of acceptance for the FCT Program, creating substantial delays at the onset of the project. The Town of Marana continues to work diligently to meet the timeline established in the FCT Program letter, but it has become evident that the deadline will not be met.

Covid Pandemic issues aside, the Town began the tower siting, design, and Environmental Assessment process as soon as practical after your acceptance letter. We have awarded contracts for Siting, Design, and Environmental Assessment (EA). The Safety Risk Management Document (SRMD) has been completed and approved by Mr. Randall Burke.

In accordance with FAA orders, the lengthy EA process could not be started until after the SRMD was approved, and is currently underway. Design of the tower cannot progress past the 25% stage until the EA is complete and approved. The EA is expected to take 6-7 months to complete along with FAA review and approval, which is expected to take an additional 3 months. The design and construction period is expected to take 20 months, and another 3 months will be required to install electronics and prepare for the ORI. We are currently 32 months away from ORI. Barring any other issues, we are estimating the tower to be ready December 2025; however, this timeline may be aggressive given the timeframes realized to this point.

The AVQ air traffic volume has increased over the past year, with the mix remaining about the same. Our original Benefit Cost (B/C) Ratio of 3.41 will remain the same. We are anticipating increased traffic count accordantly with the growth of our area.

5100 WEST INA ROAD / MARANA, ARIZONA 85653 / (520) 382-2505 / FAX: (520) 382-2514 / MaranaAZ.gov

MARANA AZ
PUBLIC WORKS

Please consider providing us schedule relief or provide guidance on what our next steps should be so that we can get our new traffic control tower constructed and entered into the FCT.

Professionally,

Fausto Burruel, MPA, PE
Public Works Director/Acting Town Engineer

Cc:
Purvis Collier, FAA AJM
Don Standley, FAA AJV
Missy Nelson, FAA AJV
Terry Rozema, Town Manager, Town of Marana
Erik Montague, Deputy Town Manager, Town of Marana
Galen Beem, Airport Superintendent, Town of Marana
Pete Deeks, AJT Engineering, Inc.

5100 WEST INA ROAD / MARANA, ARIZONA 85653 / (520) 382-2505 / FAX: (520) 382-2514 / MaranaAZ.gov

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT MASTER RECORD

PRINT DATE: 8/17/2018
AFD EFF 08/16/2018
FORM APPROVED OMB 2120-0015

> 1 ASSOC CITY:	MARANA	4 STATE: AZ	LOC ID: AVQ	FAA SITE NR:	00813.*A
> 2 AIRPORT NAME:	MARANA RGNL		5 COUNTY: PIMA AZ		
3 CBD TO AIRPORT (NM):	15 NW	6 REGION/ADO: AWP/PHX	7 SECT AERO CHT: PHOENIX		

GENERAL

10 OWNERSHIP:	PUBLIC
> 11 OWNER:	TOWN OF MARANA
> 12 ADDRESS:	11555 W. CIVIC CENTER DRIVE MARANA, AZ 85653
> 13 PHONE NR:	(520) 382-2000
> 14 MANAGER:	STEVE MILLER
> 15 ADDRESS:	11700 W. AVRA VALLEY RD #91 MARANA, AZ 85653
> 16 PHONE NR:	520-382-8052
> 17 ATTENDANCE SCHEDULE:	

ALL	ALL	0700-1730

18 AIRPORT USE:	PUBLIC
19 ARPT LAT:	32-24-34.4000N ESTIMATED
20 ARPT LONG:	111-13-06.2000W
21 ARPT ELEV:	2031.3 SURVEYED
22 ACREAGE:	630
> 23 RIGHT TRAFFIC:	03, 30
> 24 NON-COMM LANDING:	NO
25 NPIAS/FED AGREEMENTS:	NGY
> 26 FAR 139 INDEX:	

SERVICES

> 70 FUEL:	100LL A
> 71 AIRFRAME RPRS:	MAJOR
> 72 PWR PLANT RPRS:	MINOR
> 73 BOTTLE OXYGEN:	HIGH
> 74 BULK OXYGEN:	
75 TSNT STORAGE:	HGR, TIE
76 OTHER SERVICES:	INSTR, RNTL

FACILITIES

> 80 ARPT BCN:	CG
> 81 ARPT LGT SKED :	SEE RMK
BCN LGT SKED:	SS-SR
> 82 UNICOM:	123.000
> 83 WIND INDICATOR:	YES-L
84 SEGMENTED CIRCLE:	YES
85 CONTROL TWR:	NO
86 FSS:	PRESCOTT
87 FSS ON ARPT:	NO
88 FSS PHONE NR:	
89 TOLL FREE NR:	1-800-WX-BRIEF

BASED AIRCRAFT

90 SINGLE ENG:	235
91 MULTI ENG:	15
92 JET:	7
TOTAL:	257
93 HELICOPTERS:	1
94 GLIDERS:	1
95 MILITARY:	0
96 ULTRA-LIGHT:	5

OPERATIONS

100 AIR CARRIER:	0
102 AIR TAXI:	10,000
103 G A LOCAL:	30,000
104 G A ITNRNT:	30,000
105 MILITARY:	20,252
TOTAL:	90,252
OPERATIONS FOR 12 MONTHS ENDING:	04/19/2017

RUNWAY DATA

	03/21	12/30		
> 30 RUNWAY INDENT:				
> 31 LENGTH:	3,891	6,901		
> 32 WIDTH:	75	100		
> 33 SURF TYPE-COND:	ASPH-G	ASPH-G		
> 34 SURF TREATMENT:				
35 GROSS WT: S	75.0	75.0		
36 (IN THSDS) D	100.0	100.0		
37 2D	150.0	300.0		
38 2D/2D2				
> 39 PCN:				
LIGHTING/APCH AIDS				
> 40 EDGE INTENSITY:	MED	MED		
> 42 RWY MARK TYPE-COND:	BSC - G / BSC - G	NPI - G / NPI - G	- / -	- / -
> 43 VGSI:	P2L / P2L	P4L / P4L	/	/
44 THR COSSING HGT.:	53 / 40	44 / 40	/	/
45 VISUAL GLIDE ANGLE:	3.00 / 3.00	3.00 / 3.00	/	/
> 46 CNTRLN-TDZ:	N - N / N - N	N - N / N - N	- / -	- / -
> 47 RVR-RVV:	- N / - N	- N / - N	- / -	- / -
> 48 REIL:	/	Y / Y	/	/
> 49 APCH LIGHTS:	/	/	/	/
OBSTRUCTION DATA				
50 FAR 77 CATEGORY	A(NP) / A(NP)	C / B(V)	/	/
> 51 DISPLACED THR:	/	/	/	/
> 52 CTLG OBSTN:	/ BRUSH	/ ROAD	/	/
> 53 OBSTN MARKED/LGTD:	/	/	/	/
> 54 HGT ABOVE RWY END:	/ 4	/ 15	/	/
> 55 DIST FROM RWY END:	/ 300	/ 500	/	/
> 56 CNTRLN OFFSET:	/ 75R	/ 285L	/	/
57 OBSTN CLNC SLOPE:	50:1 / 25:1	50:1 / 20:1	/	/
58 CLOSE-IN OBSTN:	N / N	N / N	/	/
DECLARED DISTANCES				
> 60 TAKE OFF RUN AVBL (TORA):	/	/	/	/
> 61 TAKE OFF DIST AVBL (TODA):	/	/	/	/
> 62 ACLT STOP DIST AVBL (ASDA):	/	/	/	/
> 63 LNDG DIST AVBL (LDA):	/	/	/	/

(>) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

> 110 REMARKS

A 015	FAX # 520-382-8049
A 016	ALTERNATE PHONE : 520-382-8053 OR 520-437-6220.
A 070	FUEL AVBL AFTER HRS CALL 520-730-4318. CALL OUT FEE APPLIES. 100 LL AVAILABLE 24 HRS. SELF FUEL WITH MAJOR CREDIT CARD
A 075	CALL AHEAD FOR AVAILABILITY 520-682-2999.
A 081	ACTVT MIRL RYS 03/21 & RY 12/30, REIL RYS 12 & 30 - CTAF. PAPI RYS 03 & 21 AND RYS 12 & 30 OPER CONTINOUSLY.
A 110	THIS AIRPORT HAS BEEN SURVEYED BY THE NATIONAL GEODETIC SURVEY.
A 110-001	OCNL AEROBATIC ACTIVITIES 2 MILES SE OF ARPT SURFACE-7,000 FT MSL. OCNL PRCHT TRNG HIGH AND LOW LEVELS NW QUADRANT OF ARPT.
A 110-006	RY 12 EFF RWY GRAD 0.20% DOWN; RWY 30 EFF RWY GRAD 0.42% UP.
A 110-008	RWY 12 CALM WIND RWY.
A 110-009	HELS ARE NOT AUZD TO LAND AT THE SELF FUEL ISLAND & TERMINAL RAMP. ALL HELS MUST LAND AT THE HELIPAD AT THE 'SE' SIDE OF THE FIELD.
A 110-011	FBO# 520-682-2999.
A 110-012	HOT AIR BALLON OPNS NOT PMTD.
A 110-013	FOR CD CTC TUS APCH AT 520-829-6121.

111 INSPECTOR: (C) 112 LAST INSP: 04/19/2017 113 LAST INFO REQ:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT MASTER RECORD

PRINT DATE: 10/16/2023
AFD EFF 10/05/2023
FORM APPROVED OMB 2120-0015

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> 2 AIRPORT NAME:	MARANA RGNL		5 COUNTY: PIMA, AZ		
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> 11 OWNER:	TOWN OF MARANA
> 12 ADDRESS:	11555 W. CIVIC CENTER DRIVE MARANA, AZ 85653
> 13 PHONE NR:	520-382-1999
> 14 MANAGER:	GALEN BEEM
> 15 ADDRESS:	11700 W. AVRA VALLEY RD, #91, TOWN OF MARANA MARANA, AZ 85653
> 16 PHONE NR:	520-382-8053

> 17 ATTENDANCE SCHEDULE:

MONTHS	DAYS	HOURS
ALL	ALL	0700-1730

SERVICES

> 70 FUEL:	100LL A
> 71 AIRFRAME RPRS:	MAJOR
> 72 PWR PLANT RPRS:	MINOR
> 73 BOTTLE OXYGEN:	HIGH
> 74 BULK OXYGEN:	
75 TSNT STORAGE:	HGR TIE
76 OTHER SERVICES:	INSTR,PAJA,RNTL

BASED AIRCRAFT

90 SINGLE ENG:	165
91 MULTI ENG:	15
92 JET:	2
93 HELICOPTERS:	0
TOTAL:	182
94 GLIDERS:	1
95 MILITARY:	0
96 ULTRA-LIGHT:	10

18 AIRPORT USE:	PUBLIC
19 ARPT LAT:	32-24-34.4N ESTIMATED
20 ARPT LONG:	111-13-6.2W
21 ARPT ELEV:	2031.5 SURVEYED
22 ACREAGE:	630
> 23 RIGHT TRAFFIC:	30 03
> 24 NON-COMM LANDING:	NO
25 NPIAS/FED AGREEMENTS:	YES / NGY
> 26 FAR 139 INDEX:	/

FACILITIES

> 80 ARPT BCN:	WG
> 81 ARPT LGT SKED:	SEE RMK
BCN LGT SKED:	SS-SR
> 82 UNICOM:	123.000
> 83 WIND INDICATOR:	YES-L
84 SEGMENTED CIRCLE:	YES
85 CONTROL TWR:	NO
86 FSS:	PRESCOTT
87 FSS ON ARPT:	NO
88 FSS PHONE NR:	
89 TOLL FREE NR:	1-800-WX-BRIEF

OPERATIONS

100 AIR CARRIER:	0
102 AIR TAXI:	10,000
103 G A LOCAL:	30,000
104 G A ITNRNT:	30,000
105 MILITARY:	20,252
TOTAL:	90,252

OPERATIONS FOR 12 MONTHS ENDING 04/15/2023

RUNWAY DATA

		12/30	03/21
> 30 RUNWAY IDENT:			
> 31 LENGTH:		6,901	3,892
> 32 WIDTH:		100	75
> 33 SURF TYPE-COND:		ASPH-G	ASPH-G
> 34 SURF TREATMENT:		NONE	NONE
35 GROSS WT:	S	75.0	75.0
36 (IN THSDS)	D	100.0	100.0
37	2D	300.0	150.0
38	2D/2DS		
> 39 PCN / PCR:			
LIGHTING/APCH AIDS			
> 40 EDGE INTENSITY:		MED	MED
> 42 RWY MARK TYPE-COND:		NPI- G / NPI- G	BSC- G / BSC- G
> 43 VGSI:		P4L / P4L	P2L / P2L
44 THR CROSSING HGT:		45 / 45	53 / 41
45 VISUAL GLIDE ANGLE:		3.06 / 3.41	2.91 / 2.91
> 46 CNTRLN-TDZ:		N - N / N - N	N - N / N - N
> 47 RVR-RVV:		- N / - N	- N / - N
> 48 REIL:		Y / Y	Y / Y
> 49 APCH LIGHTS:		/	/
OBSTRUCTION DATA			
50 FAR 77 CATEGORY:		C / B(V)	A(NP) / A(NP)
> 51 DISPLACED THR:		/	494 /
> 52 CTLG OBSTN:		/	ROAD / BRUSH
> 53 OBSTN MARKED/LGTD:		/	/
> 54 HGT ABOVE RWY END:		/	15 / 13
> 55 DIST FROM RWY END:		0 / 0	200 / 225
> 56 CNTRLN OFFSET:		/	250R / 150R
57 OBSTN CLNC SLOPE:		50:1 / 20:1	0:1 / 1:1
58 CLOSE-IN OBSTN:		N / N	N / N
DECLARED DISTANCES			
> 60 TAKE OFF RUN AVBL (TORA):		/	/
> 61 TAKE OFF DIST AVBL (TODA):		/	/
> 62 ACLT STOP DIST AVBL (ASDA):		/	/
> 63 LNDG DIST AVBL (LDA):		/	/

(>) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

> 110 REMARKS:

A 016	520-382-2607
A 043	RWY 30 UNUSBL BYD 3.5 NM DUE TO TRRN.
A 043	RWY 21 UNUSBL BYD 7.0 NM DUE TO TRRN.
A 057	RWY 03 APCH RATIO 50:1 TO DTHR.
A 075	CALL AHEAD FOR AVAILABILITY 520-682-2999 (FBO).
A 081	ACTVT REIL RWY 12 & 30; MIRL RWY 03/21 & 12/30 - CTAF. PAPI RWY 03, 12, 21 & 30 ON CONSLY.
A 000	RWY 12 CALM WIND RWY.

111 INSPECTOR: (C) 112 LAST INSP: 04/15/2023 113 LAST INFO RES:

U.S. Department
of Transportation
Federal Aviation Administration

December 13, 2019

Mr. Steve Miller
Airport Director, Marana Regional Airport
11700 W. Avra Valley Rd. #91
Marana, AZ 85653

Dear Mr. Miller:

The Federal Aviation Administration (FAA) completed the Benefit Cost (B/C) Ratio analysis for Marana Regional Airport (AVQ). The (B/C) analysis is calculated on the latest airport information, and the Terminal Area Forecast (TAF). We are pleased to inform you that the new B/C Ratio for Marana Regional Airport is 3.41. (This B/C Ratio includes an additional 0.1 as required by the FAA Reauthorization Act of 2018; please see enclosure for calculations.)

Therefore, Marana Regional Airport is accepted as a candidate for the Federal Aviation Administration Contract Tower (FCT) Program. Before air traffic control (ATC) services begin under the FCT Program, a permanent structured control tower must meet FCT Program requirements. Additionally, FCT Program funding must be available, and Marana Regional Airport will be required to sign an Air Traffic Control Tower Operations Agreement (TOA). Please keep the FAA informed of your continued interest in the FCT Program and the status and availability of your tower.

Marana Regional Airport will have 5 years from the date of this letter to provide a control tower that has successfully completed an Operational Readiness Inspection (ORI). If the airport fails to provide a control tower that successfully completes an ORI within the 5-year period, the airport returns to Phase 1 (Interest Phase) and can reapply for acceptance into the FCT Program.

Sincerely,

Lisa Bush-Caudle
Manager, Contract Tower and Aviation Weather

Enclosure: *Airport Traffic Control Tower Benefit-Cost Model*

AIRPORT TRAFFIC CONTROL TOWER BENEFIT-COST MODEL

Airport LOCID (CAPS)	**AVQ**	**MARANA RGNL**
		MARANA AZ
		FCT Candidate
First Year of Operation	2019	
Year of Dollar	2018	

Analysis Basis	2	Establishment
1 Discontinuance		
2 Establishment		
Operations Count Basis	1	Not Tower Count
1 Not Tower Count		
2 Tower Count		
Efficiency Benefit Basis	2	No FSS On Site
1 FSS On Site		
2 No FSS On Site		
Scheduled Cmcl - Acft & Pass Values	5	National AC Aircraft Hours
1 Airport Specific FY OAG		
2 OAG for <5K Sched Departs		
3 National OAG		
4 National AC Aircraft Counts		
5 National AC Aircraft Hours		
6 Override		
NonSched Cmcl. - Acft. & Pass. Values	2	National AT Aircraft Hours
1 National AT Aircraft Counts		
2 National AT Aircraft Hours		
Local GA - Acft. & Pass. Values	1	Based Acft & Nat'l GA Acft Hrs
1 Based Acft & Nat'l GA Acft Hrs		
2 National GA Aircraft Counts		
3 National GA Aircraft Hours		
Itinerant GA - Acft. & Pass. Values	3	National GA Aircraft Hours
1 Local Based Aircraft		
2 National GA Aircraft Counts		
3 National GA Aircraft Hours		

Cost Factors		BASIS YEAR OF COST	YR 2019 INDEXED COST
One-Time Cost		2018	**$ -**
Annual Air Traffic Labor Cost	$ 609,195	2018	$ 609,195
Annual Capital Account Costs		2018	$ -
Annual Costs Other	$ 142,266	2018	$ 142,266
Discontinuance costs (for non-contract towers only)		2018	$ -

DISCOUNTED BENEFITS	DISCOUNTED COSTS	B-C RATIO
$ 22,648,547	**$ 6,844,242**	**3.31**

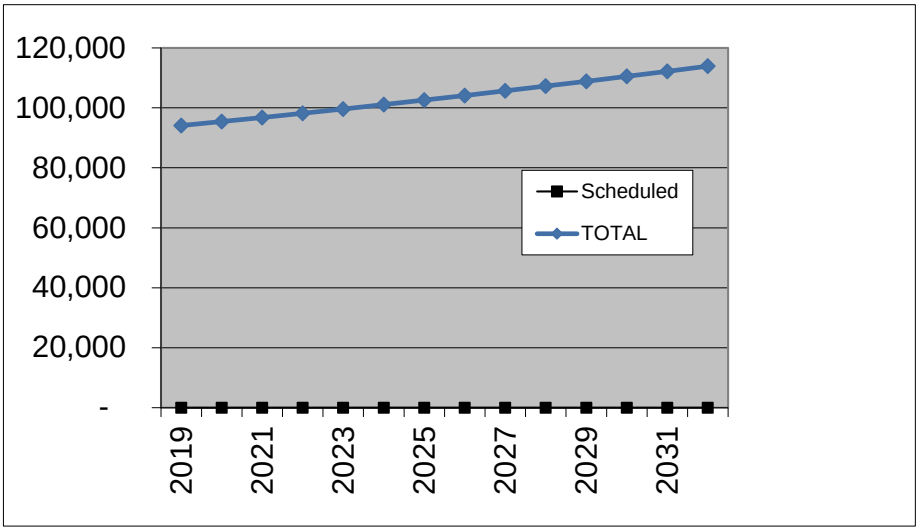
YEAR	AVQ BENEFITS: AVERTED COLLISIONS	OTHER ACCIDENTS	EFFICIENCY	ANNUAL SUMS	YEAR 2018 PRESENT VALUES
2019	$ 1,044,066	$ 250,964	$ 1,216,088	$ 2,511,118	$ 2,346,839
2020	$ 1,066,117	$ 252,079	$ 1,220,252	$ 2,538,448	$ 2,217,179
2021	$ 1,088,848	$ 253,218	$ 1,224,607	$ 2,566,673	$ 2,095,170
2022	$ 1,112,274	$ 254,381	$ 1,228,975	$ 2,595,630	$ 1,980,194
2023	$ 1,136,422	$ 255,569	$ 1,233,444	$ 2,625,435	$ 1,871,899
2024	$ 1,161,327	$ 256,782	$ 1,238,014	$ 2,656,123	$ 1,769,887
2025	$ 1,187,003	$ 258,020	$ 1,242,688	$ 2,687,711	$ 1,673,771
2026	$ 1,213,483	$ 259,284	$ 1,247,555	$ 2,720,322	$ 1,583,252
2027	$ 1,240,784	$ 260,576	$ 1,252,436	$ 2,753,796	$ 1,497,883
2028	$ 1,268,921	$ 261,893	$ 1,257,421	$ 2,788,235	$ 1,417,397
2029	$ 1,297,931	$ 263,237	$ 1,262,508	$ 2,823,676	$ 1,341,508
2030	$ 1,327,849	$ 264,609	$ 1,267,702	$ 2,860,160	$ 1,269,945
2031	$ 1,358,717	$ 266,011	$ 1,273,000	$ 2,897,728	$ 1,202,454
2032	$ 1,390,549	$ 267,441	$ 1,278,404	$ 2,936,394	$ 1,138,784
2033	$ 1,423,409	$ 268,901	$ 1,284,005	$ 2,976,315	$ 1,078,754
15 YR	$ 18,317,700	$ 3,892,965	$ 18,727,099	$ 40,937,764	$ 24,484,916
ADJUSTED FOR HOURS OF TOWER OPERATION				92.5%	$22,648,547

YEAR	AVQ COSTS: CAPITAL COSTS	AIR TRAFFIC COSTS	AIR FACILITY COSTS	ANN COSTS OTHER	DISCONT. COSTS	ANNUAL SUMS	YEAR 2018 PRESENT VALUES
							$ -
2019		$609,195	$0	$142,266	$0	$751,461	$ 702,300
2020		$609,195	$0	$142,266		$751,461	$ 656,355
2021		$609,195	$0	$142,266		$751,461	$ 613,416
2022		$609,195	$0	$142,266		$751,461	$ 573,286
2023		$609,195	$0	$142,266		$751,461	$ 535,781
2024		$609,195	$0	$142,266		$751,461	$ 500,730
2025		$609,195	$0	$142,266		$751,461	$ 467,972
2026		$609,195	$0	$142,266		$751,461	$ 437,357
2027		$609,195	$0	$142,266		$751,461	$ 408,745
2028		$609,195	$0	$142,266		$751,461	$ 382,005
2029		$609,195	$0	$142,266		$751,461	$ 357,014
2030		$609,195	$0	$142,266		$751,461	$ 333,658
2031		$609,195	$0	$142,266		$751,461	$ 311,830
2032		$609,195	$0	$142,266		$751,461	$ 291,430
2033		$609,195	$0	$142,266		$751,461	$ 272,364
15 YR	$0	$9,137,925		$2,133,990			$6,844,242

OPERATIONS FOR AVQ

FAA CONTRACT TOWER (FCT)

YEAR	ITINERANT				LOCAL		TOTAL
	Scheduled Commercial	Non-Sched Commercial	GA	MIL	GA	MIL	
2019	-	10,000	31,273	20,252	31,274	-	92,799
2020	-	10,000	31,929	20,252	31,931	-	94,112
2021	-	10,000	32,599	20,252	32,602	-	95,453
2022	-	10,000	33,284	20,252	33,286	-	96,822
2023	-	10,000	33,983	20,252	33,985	-	98,220
2024	-	10,000	34,697	20,252	34,699	-	99,648
2025	-	10,000	35,426	20,252	35,428	-	101,106
2026	-	10,000	36,170	20,252	36,173	-	102,595
2027	-	10,000	36,930	20,252	36,933	-	104,115
2028	-	10,000	37,705	20,252	37,709	-	105,666
2029	-	10,000	38,496	20,252	38,501	-	107,249
2030	-	10,000	39,303	20,252	39,310	-	108,865
2031	-	10,000	40,128	20,252	40,135	-	110,515
2032	-	10,000	40,969	20,252	40,978	-	112,199
2033	-	10,000	41,829	20,252	41,838	-	113,919



FAA Costs Elements

AVQ

MARANA RGNL

FCT Candidate

2018 Fiscal Year

HR 302 Section 133

Annual Air Traffic Labor Cost	$ 609,195
Annual Costs Other	$ 142,266
Air Traffic Control (ATC) PC&B	
ATC Labor	
ATC Benefit Liabilities	
Maintenance (Tech Ops) PC&B	
Tech Ops Labor	$ 54,086
Tech Ops Benefit Liabilities	
Federal Contract Tower (FCT) Program	
Annual Air Traffic Labor Cost	$ 609,195
Airport's Controller Labor	
Insurance	$ 19,061
Facility Non-Labor	
ATC Non-Labor	
Tech Ops Non-Labor	$ 19,464
Training	
ATC Contract Training	
Other	
Logistics	$ 7,021
Telco	$ 33,272
Utilities	$ 9,363
Leases	
ATC Medical	
Annual Cost Other	
Capital Replacement	
Facilities & Equipment (Not Capitalized)	
Facility Direct O&M	
O&M Subtotal	
Overhead	
ATO Indirect (Overhead)	
FAA Indirect (Overhead)	
Full Cost	
Total O&M	

Council-Regular Meeting **C7**

Meeting Date: 11/21/2023

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Libby Shelton, Deputy Town Attorney

Date: November 21, 2023

Strategic Plan Focus Area:
Healthy Lifestyles

Subject: Resolution No. 2023-113: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and the Town of Oro Valley for the M.O.V.E. Across 2 Ranges Hike Challenge Event (Jim Conroy)

Discussion:

The Town of Marana and the Town of Oro Valley have collaborated on the Marana Oro Valley Experience (M.O.V.E), or M.O.V.E. Across Two Ranges, since 2012. On February 21, 2017, the Town Council adopted Resolution No. 2017-013 approving an intergovernmental agreement (IGA) that formalized each organization's responsibilities relative to the planning, administration, production and financing of the annual event.

The M.O.V.E. event showcases Marana as providing great outdoor recreation opportunities for the region. Last year the event grew to over 350 participants from all over southern Arizona. M.O.V.E. offers outdoor enthusiasts the opportunity to get active, explore nature, and experience Marana's trail systems. The M.O.V.E. Across Two Ranges event consists of:

- An event that occurs annually in early spring.This year the event is scheduled for February 24, 2024.
- Three hiking levels of varying length.
- Participants begin the challenge by hiking in Marana's Tortolita Wild Burro Trail System – managed by Town of Marana Parks & Recreation.
- Having completed the Tortolita segment, hikers drive themselves to Catalina State

Park and complete the second and final segment of the hike.
- A post M.O.V.E. party that features food trucks, music, vendors, and beverages for participants – managed by Oro Valley.

Financial Impact:

Budget capacity exists in the Parks and Recreation Department Outdoor Recreation division for this IGA.

Staff Recommendation:

Staff recommends approving the intergovernmental agreement between the Town of Marana and the Town of Oro Valley for the M.O.V.E. Across 2 Ranges Hike Challenge Event.

Suggested Motion:

I move to adopt Resolution No. 2023-113 approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and the Town of Oro Valley for the M.O.V.E. Across 2 Ranges Hike Challenge Event.

Attachments

Resolution No. 2023-113

Exhibit A to Marana Resolution No. 2023-113

MARANA RESOLUTION NO. 2023-113

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND THE TOWN OF ORO VALLEY FOR THE M.O.V.E. ACROSS 2 RANGES HIKE CHALLENGE EVENT

WHEREAS Marana and Oro Valley may enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, *et seq*.; and

WHEREAS on September 6, 2022, the Marana Town Council adopted the Town of Marana Strategic Plan V, identifying "Healthy Lifestyles" as one of its five focus areas, with the principle statement "Provide a variety of recreational, artistic, and cultural opportunities along with a flourishing natural environment to support healthy and active lifestyles"; and

WHEREAS Oro Valley's Parks and Recreation Department has as its mission enhancing the quality of life for all Oro Valley residents by providing exceptional parks, recreation, and trail facilities and offering a wide range of programs and activities for all ages; and

WHEREAS Marana and Oro Valley have collaborated on the M.O.V.E. Across 2 Ranges Hike Challenge Event (MOVE Event)) for several years; and

WHEREAS on February 21, 2017, the Town Council adopted Resolution No. 2017-013 approving an intergovernmental agreement between the Town and Oro Valley formalizing their responsibilities related to the MOVE; and

WHEREAS the Town and Oro Valley seek to continue their collaboration on the MOVE Event; and

WHEREAS the Mayor and Council find that the terms and conditions of the intergovernmental agreement addressed by this resolution are 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 "Intergovernmental Agreement between Town of Marana and Town of Oro Valley for the M.O.V.E. Across 2 Ranges Hike Challenge Event" is hereby

approved in substantially the form set forth in Exhibit A, attached to and incorporated with this resolution, and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of November, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF MARANA AND TOWN OF ORO VALLEY FOR THE M.O.V.E. ACROSS 2 RANGES HIKE CHALLENGE EVENT

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA ("Marana"), an Arizona municipal corporation, and the TOWN OF ORO VALLEY ("Oro Valley"), an Arizona municipal corporation. Marana and Oro Valley are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. On September 6, 2022, the Marana Town Council adopted the Town of Marana Strategic Plan V, identifying "Healthy Lifestyles" as one of its five focus areas, with the principle statement "Provide a variety of recreational, artistic, and cultural opportunities along with a flourishing natural environment to support healthy and active lifestyles."

B. Oro Valley's Parks and Recreation Department has as its mission enhancing the quality of life for all Oro Valley residents by providing exceptional parks, recreation, and trail facilities and offering a wide range of programs and activities for all ages.

C. Since 2012, Marana and Oro Valley have collaborated on the Marana Oro Valley Experience ("M.O.V.E.") Across 2 Ranges Hike Challenge Event and seek to continue this collaborative effort.

D. Marana and Oro Valley may enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, *et seq.*

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. Purpose

The purpose of this Agreement is to establish the rights and responsibilities of the Parties regarding the planning, administration, and production of the annual M.O.V.E. Across 2 Ranges Hike Challenge Event (the "Event"), an outdoor collaborative hiking event that makes use of the Tortolita mountain range in Marana and the Catalina mountain range in Oro Valley.

Article 2. Scope of Agreement

2.1. The Parties shall plan, develop, and produce the Event annually during the term of this Agreement, on dates and times mutually agreed to by the Parties.

2.2. The Parties may adjust and amend the dates, times, registration fees, amenities, trail usage, and the like for the Event during the term of this Agreement without requiring amendment of this Agreement.

Article 3. Shared Responsibilities

3.1 The Parties shall provide the following:

3.1.1. Graphic design of promotional materials and participant shirts.

3.1.2. Provide staff support for event packet pick-up.

3.1.3. Purchase Event participant shirts.

3.1.4. Facilitate Event packet pick-up.

3.1.5. Manage Event sponsorship contributions.

Article 4. Marana Responsibilities

4.1 Marana shall provide the following services and resources to the production of the Event during the term of this Agreement:

4.1.1. Facilitate and coordinate the Tortolita Trails hiking portion of the Event.

4.1.2. Create, design, and maintain the Event website.

4.1.3. Host and collect fees for pre-registration and produce participant rosters for the Event.

4.1.4. Provide staff to host and collect fees for Event day registration.

4.1.5. Collecting all Event registration fees.

4.1.6. Provide Oro Valley with a financial report disclosing all Marana expenditures for the Event.

4.1.7. Provide a financial report disclosing total registration and contribution revenue and total expenditures for the Event.

Article 5. Oro Valley Responsibilities

5.1 Oro Valley shall provide the following services and resources to the production of the Event during the term of this Agreement:

5.1.1. Facilitate and coordinate the Catalina Trails hiking portion of the Event.

5.1.2. Host the Event after party.

5.1.3. Provide staff support for coordination of the Event after party.

5.1.4. Provide Marana with a financial report disclosing all Oro Valley expenditures for the Event.

Article 6. Financing

6.1. Marana and Oro Valley shall equally share the responsibility for the following Event expenses:

6.1.1. All direct expenses related to the Event after party.

6.1.2. Participant t-shirts.

6.1.3. All expenses related to vendors and entertainment talent.

6.1.4. All expenses related to swag and event raffle items.

6.2. Marana shall be responsible for the following Event expenses:

6.2.1. All expenses related to the Tortolita Trails hiking portion of the Event.

6.2.2. Printed promotional materials distributed by Marana.

6.3. Oro Valley shall be responsible for the following Event expenses:

6.3.1. All expenses related to the Catalina Trails hiking portion of the Event.

6.3.2. Printed promotional materials distributed by Oro Valley.

6.4. Marana and Oro Valley shall mutually agree on the registration fee amounts. The registration fee amounts agreed upon by the parties shall supersede any registration amounts in the parties' respective fee schedules.

6.5. Within 30 days after the Event, Marana shall provide Oro Valley with a financial report disclosing total registration and contribution revenue and total expenditures for the Event. Oro Valley will then invoice Marana for 50% of the revenue from the event.

Article 7. Term and Termination

7.1. This Agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall remain in effective for five years, unless earlier terminated by either Party in accord with the terms of this Agreement. The term of this Agreement may be extended by written amendment signed by both Parties.

7.2. This Agreement may be terminated under the following circumstances:

7.2.1. This Agreement may be terminated by either Party without cause with 60 days' written notice to the other Party.

7.2.2. A Party may terminate this Agreement for material breach of the Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this

Agreement. Any such termination shall not relieve either Party from liabilities or costs already incurred under this Agreement.

7.2.3. This Agreement may be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

7.2.4. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining this Agreement. In the event of such cancellation, the Parties shall have no further obligation to each other, other than for payment of services rendered prior to termination.

Article 8. Access to Records

8.1. The Parties shall maintain books, records, documents, and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Each Party shall have access to such books, records, documents, and other evidence for inspection, audit and copying and shall provide proper facilities for such access and inspections.

8.2. Audits conducted under this Article shall be performed in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

8.3. The Parties agree to the disclosure of all information and reports resulting from access to records, as described in this Article, to a Party's auditor, provided that the audited Party is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the audited Party.

Article 9. Compliance with Laws

9.1. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

9.2. The Parties agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, which supersedes Executive Order 99-4 and amends Executive Order 75-5, and which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

9.3. 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.

9.4. The Parties certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

The submission of a false certification may result in action up to and including termination of this Agreement.

9.5. The Parties hereby certify that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the Parties' employment of its employees, and with the requirements of A.R.S. § 23-214 (A).

9.6. This Agreement is subject to the provisions of A.R.S. § 38-511 regarding conflict of interest.

Article 10. Indemnification

To the fullest extent permitted by law, each Party (as "indemnitor") shall defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns (the "indemnified group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of this Agreement (collectively, "claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person for whose acts and liabilities are the obligation of the indemnitor. If any claim, action or proceeding is brought against the indemnified group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the indemnified group but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers; provided, however, that the indemnitor shall have no obligation to indemnify the indemnified group for the indemnified group's passive negligence. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

Article 11. Insurance

The Parties agree that they shall maintain for the duration of this Agreement policies of public liability insurance sufficient to cover all of their obligations undertaken in the implementation of this Agreement.

Article 12. No Joint Venture

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties. No Party hereto shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.

Article 13. 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).

Article 14. No Third Party Beneficiaries

This Agreement is intended to govern the rights and duties of the contracting Parties only and is not intended to confer on any third party any rights or benefits which would not exist in the absence of this Agreement.

Article 15. Notices

All notice requests and authorizations provided for in this Agreement shall be in writing and shall be delivered or mailed, addressed as follows:

Marana: TOWN OF MARANA
Attention: Town Manager
Address: 11555 W. Civic Center Drive
Marana, Arizona 85653

With a copy to:
TOWN OF MARANA
Attn: Parks and Recreation Director
11555 W. Civic Center Drive
Marana, Arizona 85653

Oro Valley: TOWN OF ORO VALLEY
Attention: Town Manager
Address: 11000 N. La Cañada Drive
Oro Valley, Arizona 85737

With a copy to:
TOWN OF ORO VALLEY
Attn: Parks and Recreation Director
11000 N. La Cañada Drive
Oro Valley, Arizona 85737

Article 16. Waiver

Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

Article 17. Remedies

Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement.

Article 18. Force Majeure

A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Either Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

Article 19. Construction of Agreement

19.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

19.2. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

19.3. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

19.4. This Agreement may not be changed or modified except by written agreement signed by all Parties

[SIGNATURE PAGE FOLLOWS]

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

MARANA:	ORO VALLEY:
TOWN OF MARANA, an Arizona municipal corporation	TOWN OF ORO VALLEY, an Arizona municipal corporation
By: _____ Ed Honea, Mayor	By: _____ Joe Winfield, Mayor
Date: _____	Date: _____
ATTEST:	ATTEST:
_____ David L. Udall, Town Clerk	_____ Michael Standish, Town Clerk

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 Town of Oro Valley is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Town of Marana Attorney	Town of Oro Valley Attorney
Date:_____	Date:_____

Council-Regular Meeting **C8**

Meeting Date: 11/21/2023

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: November 21, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-114: Relating to the Police Department; approving and authorizing the Town Manager and the Acting Chief of Police to execute an agreement between the State of Arizona Department of Emergency and Military Affairs and the Marana Police Department for funding for the purchase of border security technologies (Libby Shelton)

Discussion:

Arizona Revised Statutes (A.R.S.) § 26-105 establishes a border security fund that is administered by the Arizona Department of Emergency and Military Affairs (DEMA). Monies in the fund may be used for the following purposes:

1) Preventing human trafficking;
2) Preventing entry into the United States of: aliens who are unlawfully present in the United States; terrorists and instruments of terrorism; and contraband, including narcotics and other controlled substances;
3) Planning, designing, constructing and maintaining transportation, technology and commercial vehicle inspection infrastructure near this state's international border;
4) Clearing nonindigenous plants;
5) Administering and managing the construction and maintenance of a physical border fence;
6) Awarding grants to counties to provide housing in secure facilities; and
7) Awarding grants to counties for prosecuting individuals who commit crimes listed in this subsection.

The Marana Police Department (MPD) Border Fencing and Technology Agreement (the Agreement) establishes the process for oversight of activities conducted by the Town and reimbursed by DEMA as outlined in ARS § 26-105. Specifically, the amount of up to $174,756.63 was appropriated in the fiscal year 2023 budget to reimburse MPD for costs incurred to construct and maintain a physical border fence, to purchase or install border security technologies including cameras, sensors, drones, software and other surveillance equipment, and to pay administrative costs. MPD seeks to purchase a 2023 Polaris UTV, a 7' x16' tandem axle trailer to transport the UTV, 6 L3 Harris binocular night vision devices, 2 Bering Optics Night Vision Scopes, and 8 Vigilant Solutions Quick Deploy Cameras. Additionally, MPD is requesting License Renewal fees for the Vigilant cameras. The cost of the equipment and renewals totals 174,756.63.

Financial Impact:

Budget capacity exists for this award in Fund 2015. Licensing fees for the cameras in an annual amount of $16,000 will be paid by the award for the first two years.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2023-114, approving and authorizing the Town Manager and the Acting Chief of Police to execute an agreement between the State of Arizona Department of Emergency and Military Affairs and the Marana Police Department for funding for the purchase of border security technologies.

Attachments

Resolution No. 2023-114

Exhibit A - Agreement

MARANA RESOLUTION NO. 2023-114

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER AND THE ACTING CHIEF OF POLICE TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS AND THE MARANA POLICE DEPARTMENT FOR FUNDING FOR THE PURCHASE OF BORDER SECURITY TECHNOLOGIES

WHEREAS Arizona Revised Statutes (A.R.S.) § 26-105 establishes a border security fund that is administered by the Arizona Department of Emergency and Military Affairs (DEMA); and

WHEREAS in the 2023 grant cycle, the Town applied for funding from the fiscal year 2023 Border Security Fund to support border fencing and technology program activities; and

WHEREAS DEMA and the Town desire to enter into an agreement defining terms under which DEMA will provide funds to the Town; 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 agreement between the Town of Marana and DEMA, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Town Manager and Acting Chief of Police are 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 21st day of November, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Agreement Type: Agreement
M23-0040

Effective Date: October 1, 2022
Termination Date: December 31, 2025

Agreement Title: Marana Police Department, Border Fencing and Technology, Laws 2022 Chapter 334, Section 1.

TOWN OF MARANA AGREEMENT ADMINISTRATORS	DEMA AGREEMENT ADMINISTRATOR
Town of Marana 11555 West Civic Center Drive Marana, AZ 85653 Contact Name: Melissa Weimer, Grants Manager Phone Number: (520) 382-2679 Email: MWeimer@maranaaz.gov Marana Police Department 11555 West Civic Center Drive Marana, AZ 85653 Contact Name: James Paul Phone Number: (520) 382-2030 Email: JPaul@maranaaz.gov	Arizona Department of Emergency and Military Affairs 5645 East McDowell Road, Bldg. M5800 Phoenix, AZ 85008 Contact Name: Kyle Matthew, Chief Procurement Officer Phone Number: (602) 464-6491 Email: Kyle.Matthew@azdema.gov

THIS AGREEMENT, (hereinafter referred to as "Agreement") is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as "DEMA", a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and the **TOWN OF MARANA** and the **MARANA POLICE DEPARTMENT** [hereinafter referred to together as the "Town", authorized to contract pursuant to A.R.S. § 11-952]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the Town and reimbursed by DEMA pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the Town for the purposes outlined in Section 26-105, Arizona Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

Town of Marana	Arizona Department of Emergency and Military Affairs
Signature	**Signature**
Printed Name **Terry Rozema**	**Printed Name** **Major General Kerry L. Muehlenbeck**
Title **Town Manager** **Date _____**	**Title** **The Adjutant General** **The above referenced Agreement is hereby executed this** **_____Day of_____, 20_____**

Marana Police Department
Signature
Printed Name **Roberto Jimenez**
Title **Acting Chief of Police** **Date _____**

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the Town with which to construct and maintain a physical border fence, to purchase or install border security technologies including cameras, sensors, drones, software, and other surveillance equipment, and to pay administrative costs, conducted by the Town to be reimbursed by DEMA.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency and Military Affairs (STATE) and the Town of Marana and the Marana Police Department together (Town), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "Town" means the Town of Marana and the Marana Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, the Town of Marana and the Marana Police Department shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or the Town.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating the Town of Marana and the Marana Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating the Town of Marana and the Marana Police Department as separate entities for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.

5. Budget: The amount of $174,756.63 was appropriated in FY2023 and transferred to the Border Security Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement within thirty (30) days after receipt of valid invoices and supporting documentation from the Town. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the Town under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the Town under this Agreement shall not be used to supplant Federal, State, Town or local funds that would otherwise be available to the Town for the purposes identified in this Agreement and shall be used to supplement funds already available to the Town for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payments shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation from the Town.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the express, written, prior consent of the other Party.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, to December 31, 2025.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:

For Marana Police Department:	For DEMA:
Name: James Paul	**Name: Darlene Quihuis**
Title: Sergeant	**Title: Assistant Director**
Phone: (520) 382-2030	**Phone: (602) 464-6454**
Email: Jpaul@Maranaaz.gov	**Email: Darlene.Quihuis@azdema.gov**

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For Marana Police Department:	For DEMA:
Name: James Paul	**Name: Kyle A. Matthew**
Title: Sergeant	**Title: Chief Procurement Officer**
Address: 11555 W. Civic Center Drive, Marana, AZ 85653	**Address: 5645 East McDowell Road, Phoenix AZ 85008**
Phone: (520) 382-2030	**Phone: (602) 464-6491**
Email: Jpaul@Maranaaz.gov	**Email: Kyle.Matthew@azdema.gov**

13.3 Reports and deliverables shall be sent in accordance with Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The Town shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. Project Review: It is the responsibility of the Town to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the Town shall provide to DEMA within 15 calendar days of DEMA's request.

16. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. Termination:

17.1. DEMA or the Town may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to DEMA or the Town, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the Town without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

17.2. In the event the Agreement is terminated, the Town shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the Town may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the Town's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (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. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the Town utilize contractor(s), the Town's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

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

Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the Town shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

22. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the Town shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Town shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

25. Antitrust Recovery: The Town assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Town toward fulfillment of this Agreement.

26. Compliance with Laws. The Town agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.

ADDENDUM A
SCOPE OF WORK

1. **Project Title:** Marana Police Department, Border Fencing and Technology.

2. **Project Timeline:** October 1, 2022 to December 31, 2025.

3. **Purpose:**

    a. Reimburse Marana Police Department for costs incurred to construct and maintain a physical border fence, to purchase or install border security technologies including cameras, sensors, drones, software and other surveillance equipment, and to pay administrative costs.

4. **Tasks:**

    a. Purchase equipment in accordance with the budget approved by DEMA. Copies of all contracts are to be provided to DEMA upon request.

5. **Cost**
    a. Not to exceed $174,756.63

6. **Reporting Requirements and Deliverables:**

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. **Period of Performance**: **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. **Period of Performance**: **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

7. Additional Requirements:

a. Ensure all procurement of goods and services follows established applicable procurement law and the Town's written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.

b. All Border Security funds must be accounted for by the Town in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at https://gao.az.gov/publications/saam.

ADDENDUM B
PRICE SHEET

Budget October 1, 2022, to December 31, 2025

ACCOUNT CLASSIFICATION	AMOUNT
Personnel (Not Applicable)	$0
Fringe (Not Applicable)	$0
Travel (Not Applicable)	$0
Equipment	$142,756.63
Supplies (Not Applicable)	$0
Contractual (Not Applicable)	$0
Other	$32,000.00
Total Direct Costs (Not Applicable)	$0
Administration (Not Applicable)	$0
TOTAL (Not to Exceed)	**$174,756.63**

With prior written approval, the **Marana Police Department** is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.

ADDENDUM C
BUDGET & JUSTIFICATION
October 1, 2022, to December 31, 2025

A. Personnel: Not Applicable

B. Fringe: Not Applicable

C. Travel: Not Applicable

D. Equipment (Over $5,000.00 per item):

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
Polaris UTV	1	$30,619.78	100%	$30,619.78
Utility Trailer	1	$6,786.85	100%	$6,786.85
Binocular Night Vision Device w/ Base	6	$12,719.00	100%	$76,314.00
Night Vision Scopes	2	$5,550.00	100%	$11,100.00
Quick Deploy Cameras	8	$2,242.00	100%	$17,936.00

TOTAL EQUIPMENT COSTS	**$142,756.63**

JUSTIFICATION:

Year 1 purchase of a 2023 Polaris UTV for project and directed operations in association with known or suspected smuggling routes in remote areas which directly affect the safety of the jurisdiction of Town of Marana. Total cost includes UTV, freight, assembly, sales tax, title/registration fees.

Year 1 purchase of a 7'x16' tandem axle utility trailer to transport the UTV from secured storage to deployment locations. Total cost includes trailer, vehicle tax, registration, doc prep, environmental fee, freight, assembly.

Year 1 purchase of 6 L3Harris binocular night vision devices with breakaway bases for project operations in remote areas. The night vision devices enhance the capabilities of officers working in remote and rugged areas while deployed in operations to deter smuggling. Total cost includes the devices and shipping.

Year 1 purchase of 2 Bering Optics Night Vision Scopes for project operations in remote areas. The scopes survey rough terrain at a distance, enhancing efficiency and minimizing potential damage to equipment and vehicles. Total cost includes scopes and shipping.

Year 1 purchase of 8 Vigilant Solutions Quick Deploy Cameras for project operations in high speed corridors where humans and narcotics are smuggled into interiors of Arizona. Total cost includes cameras, 1-year license, and sales tax.

E. Supplies (Items costing less than $5,000.00 per unit): Not Applicable

F. Contractual: Not Applicable

G. Other:

Item(s) (1)	Rate (2)	Cost (3)
License Renewal Fees	$2,000.00/year x 8 cameras x 2 years	$32,000.00

TOTAL OTHER	**$32,000.00**

JUSTIFICATION:

1) Year 2 and Year 3 annual license renewal for 8 Vigilant cameras, needed for continued operation. Renewal includes cellular service and licensing fees. Total cost is $2,000.00 for 8 cameras for two years, totaling $32,000.00.

H. Total Direct Charges:

TOTAL DIRECT CHARGES	**$174,756.63**

I. Administration: Not Applicable

J. Total Project Costs:

TOTAL PROJECT COSTS (Sum of Total Direct Charges and Admin Costs)	**$174,756.63**

JUSTIFICATION:

The Marana Police Department (MPD) has an authorized strength of 96 police officers and conducts regular and consistent overtime deployments in accordance with border patrol needs. For the year ending June 30, 2022, the MPD collaborated with U.S. Border Patrol to deter, detect, and protect against activities that threaten homeland security: conducting 50+ deployments, patrolling more than 25,000 miles, and recovering numerous narcotics including methamphetamines, oxycodone, and heroin. The equipment in this budget will enable the MPD to expand into areas currently inaccessible due to vehicle limitations and lack of specific equipment.

Arizona Revised Statutes 26-105 established the Border Security Fund, providing funds for activities including: 1) Preventing human trafficking; 2) Preventing entry into the United States of unlawfully present aliens, terrorists and instruments of terrorism, and contraband including narcotics and other controlled substances. The equipment requested for Marana Police Department's scope of work directly contributes to these aims, enabling officers to locate UDAs and narcotics smugglers.

The Marana Police Department will track usage and statistics associated with utilization of the equipment, including, but not limited to, arrests, contacts, immigration cases initiated, seizures, and hours of utilization of equipment.

K. BUDGET SUMMARY:

Category	Year 1	Year 2	Year 3	Total Project Costs
Personnel				
Fringe				
Travel				
Equipment	$142,756.63			$142,756.63
Supplies				
Contractual				
Other		$16,000.00	$16,000.00	$32,000.00
Total Direct Charges	$142,756.63	$16,000.00	$16,000.00	$174,756.63

Category	Year 1	Year 2	Year 3	Total Project Costs
Administration				
Total Project Costs	**$142,756.63**	**$16,000.00**	**$16,000.00**	**$174,756.63**

Council-Regular Meeting **C9**

Meeting Date: 11/21/2023

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: November 21, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-115: Relating to the Police Department; approving and authorizing the Interim Police Chief to execute an updated agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases; rescinding Resolution No. 2023-092 (Libby Shelton)

Discussion:

The Pima County Superior Court's STEPs (Supportive Treatment and Engagement Program) is an evidence-based, pre-indictment, drug diversion court providing short-term targeted treatment to suspects charged with first- or second-time felony drug possession. The Marana Police Department (MPD) currently has over 50 cases involving suspects arrested for drug-related charges that entered into the STEPs program. MPD is currently unable to gather necessary information regarding disposition of cases entered into the STEPs program so that MPD can accurately classify, clear, and properly document adjudication of drug-related arrest cases.

STEPs information is not separated by arresting agency or arresting agency case report number, so the Marana Police Department intends to provide Pima County Superior Court with identifying information of STEPs participants initially arrested by MPD. The identifying information includes the participant's name, date of birth, and Pima County Sheriff Department booking identification number. When Pima County Superior Court receives the identifying information, the Court will provide MPD with the STEPs participant status update. Status will be one of the following categories: in progress, graduated, not graduated/not indicted, or other. Pima County Superior

Court requires MPD to sign the agreement to authorize the outlined data exchange.

Once MPD receives the data authorized by the agreement, MPD will be able to accurately classify, clear and properly document the adjudication of its drug-related arrest cases that were entered into the STEPs Program.

On September 19, 2023, Council adopted Resolution No. 2023-092 and its attached agreement. Unfortunately, the attached agreement was the incorrect version of the Data Sharing Agreement. Accordingly, approval of this Resolution rescinds Resolution No. 2023-092 and approves the updated, correct version of the Data Sharing Agreement.

Staff Recommendation:

Staff recommends approval of the item.

Suggested Motion:

I move to adopt Resolution No. 2023-115 approving and authorizing the Interim Police Chief to execute an updated agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases; rescinding Resolution No. 2023-092.

Attachments

Resolution No. 2023-115

Exhibit A - Agreement

MARANA RESOLUTION NO. 2023-115

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE INTERIM POLICE CHIEF TO EXECUTE AN UPDATED AGREEMENT BETWEEN PIMA COUNTY SUPERIOR COURT AND MARANA POLICE DEPARTMENT TO ALLOW THE EXCHANGE OF COURT INFORMATION TO DETERMINE DISPOSITION OF CASES; RESCINDING RESOLUTION NO. 2023-092

WHEREAS the Pima County Superior Court's STEPs program (Supportive Treatment and Engagement Program) is an evidence-based, pre-indictment drug diversion court providing short-term targeted treatment to suspects charged with first- or second-time felony drug possession; and

WHEREAS Marana Police Department (MPD) currently has over 50 cases involving suspects arrested for drug-related charges that were entered into the STEPs program; and

WHEREAS MPD is currently unable to gather necessary information regarding disposition of cases entered into the STEPs program so that MPD can accurately classify, clear, and properly document adjudication for drug-related arrest cases; and

WHEREAS Pima County Superior Court and MPD desire to enter into a data sharing agreement that will allow for the exchange of information to determine the disposition of MPD cases entered into the STEPs program; and

WHEREAS on September 19, 2023, the Town Council adopted Resolution No. 2023-092, approving a previous version of the data sharing agreement; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into an updated agreement with Pima County Superior Court to allow the exchange of information to determine disposition of cases entered into the STEPs program.

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

SECTION 1. The agreement between Pima County Superior Court and MPD to allow the exchange of information to determine disposition of cases, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the

Interim Police Chief is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

SECTION 2. Resolution No. 2023-092 adopted by the Marana Town Council on September 19, 2023 and the agreement it approved are hereby rescinded.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of November, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

ARIZONA SUPERIOR COURT IN PIMA COUNTY
AND
MARANA POLICE DEPARTMENT

This agreement is between the Superior Court of Pima County, hereafter called the COURT, and Marana Police Department, hereafter called MPD enter into this Agreement as provided below:

1. **Purpose.** This Agreement is intended to allow the exchange of information, between the Court and the Marana Police Department (MPD). MPD intends to gather STEPs program information from the Court so it can accurately classify, clear and properly document adjudication for drug related arrest crimes. Currently, MPD has over 50 cases where a suspect was arrested for drug related charges with no court adjudication knowledge of the cases because the defendants were entered into the STEPs program. MPD intends to mine the information provided so it can cross reference our "open" cases so a disposition can be attached and the cases can be closed.

2. **Effective Date**. This Memorandum of Understanding (MOU) shall begin upon execution and shall terminate on September 30, 2024, unless the parties mutually agree upon an extension.

3. **Process**. Because STEPS program information is not separated by arresting agency or arresting agency case report number, MPD requests STEPs participant status updates for individuals initially arrested by MPD. This information will allow MPD to update its records or seek further prosecution to its drug association cases with no known disposition.

   MPD shall provide the Court with identifying information of STEPs participants initially arrested by MPD. Identifying information includes participant's name, date of birth, and Pima County Sheriff Department booking identification number.

   Once the Court has received identifying information, the Court shall provide MPD with STEPs participant status update. Status will be one of five categories: in progress, graduated, indicted, not graduated/not indicted, or other.

   The parties shall meet and agree to the methods of how the data exchanges will occur. Examples of methods include but are not limited to the following: phone call, Teams call, and encrypted email. The parties' final agreement regarding the methods of exchanging data shall be included in the collaborative protocols or as an exhibit to this agreement.

4. **Payment**. Not applicable

5. **Confidentiality of Records.** The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules, and regulations concerning confidentiality, in particular, A.R.S. § 8-807, Rule 123, and Rules of the Supreme Court. MPD has procedures and controls which allow the distinction between confidential records and records that must be disclosed under public records law. The Court will assist MPD in making this distinction in response to a public records request for Court records. MPD also agrees that personally identifiable records and information (PII) identified or obtained as part of the data and information sharing process shall be deemed to

be confidential and shall not be divulged to the public, unless authorized by the Court or required by law. Dissemination to public or private entities or offices shall only occur as stated in this Agreement or required by law.

6. **Insurance.** Pima County Superior Court is insured by the State of Arizona Department of Administration Risk Management Division. The Town of Marana is insured by the Arizona Municipal Risk Retention Pool.

7. **Cancellation.** This Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement, on behalf of the party canceling the agreement is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this Agreement.

8. **Waiver.** None of the provisions of the Agreement may be waived, changed, or altered except in writing signed by both parties.

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

10. **Records.** Pursuant to A.R.S. § 35-214 and § 35-215, MPD shall retain all data books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the state of Arizona at reasonable times. Upon request, MPD shall produce the original of any or all such records.

11. **Non-Discrimination.** The parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. MPD shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

12. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Arizona.

13. **Dispute Resolution.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

17. Special Terms and Conditions for Records Access Agreements. MPD agrees to the following:

A. Duty to protect records. MPD shall protect the data from unauthorized access and misuse and shall ensure the security and confidentiality of any data that are sealed or closed by Rule 123 or any other rule or law.

B. Unauthorized re-dissemination prohibited. MPD will not copy or re-disseminate any data that are sealed or closed by rule or law other than for the stated purposes.

C. Commercial use prohibited. MPD will not use the data to sell a product or service to an individual or the general public.

D. Employee training. MPD will inform its employees of the requirements imposed by applicable federal and state laws, rules, and terms of this Agreement.

E. Correcting data errors. If requested by the individual who is the subject of any data provided, MPD will cooperate with the individual and the Court in correcting any inaccurate or incomplete records provided by the Court. MPD will notify Court of any data inaccuracies identified by MPD.

F. Response to public records requests. MPD agrees to consult with the Court prior to releasing any data provided under this Agreement in response to a public records request.

G. Merging records. Prior to merging any data obtained from the Court with other data concerning an individual or organization, MPD will ensure there is sufficient identifying information to reasonably conclude that the data concerns the same individual or organization.

H. Change management. The parties shall agree on a change management process and allocation of responsibilities for ensuring any unilateral software modifications do not disrupt the ongoing exchange of electronic case record information.

I. Compliance with audits and investigations. MPD agrees that the Court may audit MPD's compliance with the terms and conditions of this Agreement and that MPD will permit the Court's use of and access to the data provided**.**

J. Assignment – The parties shall agree on how the records or data will be exchanged, and if done so electronically, the format, timing, and frequency of exchanges.

K. Release of records - All applicable rules and laws pertaining to the release of the records and data have been disclosed by the parties.

18. Entire Understanding. This Agreement contains the entire understanding of the parties. There are no representations or other provisions other than those contained herein, and every

amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

19. **Notice.** Notice required pursuant to the terms of this Contract shall be in writing and shall be directed to the Court's contract administrator and MPD's representative at the addresses specified immediately below or to such other persons or addresses as either party may designate to the other party by written notice. Notice shall be delivered in person or by certified mail, return receipt requested.

Notice to the Court:	Notice to the MPD:
Arizona Superior Court in Pima County 110 W. Congress Tucson, Arizona 85701 Attn: Adam Redding Contract and Procurement Manager	Marana Police Department 11555 West Civic Center Drive Marana, AZ 85653 Attn: Interim Police Chief Roberto Jimenez

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT BY PROPER PERSONS THEUNTO DULY AUTHORIZED SO TO DO THE DAY AND YEAR FIRST ABOVE WRITTEN.

ARIZONA SUPERIOR COURT

_____	_____
Hon. Jeffrey T. Bergin, Presiding Judge	Interim Chief, Roberto Jimenez, Marana Police Dept.
Date: _____	Date: _____

Council-Regular Meeting **C10**

Meeting Date: 11/21/2023

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: November 21, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution 2023-116: Relating to Transaction Privilege Tax; approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona Department of Revenue and the Town of Marana for the administration, collection, audit, and licensing of transaction privilege taxes, use taxes, severance taxes, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns (Yiannis Kalaitzidis)

Discussion:

This intergovernmental agreement (the 2023 IGA) was negotiated with the Department of Revenue (DOR) and Attorney General's office by the City Tax Administrators Council (CTAC) Rulings Group, which includes the League of Arizona Cities and Towns, and with the assistance of several city attorneys and a multitude of tax and IT experts from many municipalities.

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

This IGA establishes the framework for collaboration between the Department and the cities and towns for every aspect of TPT administration. It provides the principles, requirements, and responsibilities of both the City/Town and the Department, and it defines the many specific operational processes related to tax collection, the protection of taxpayer confidentiality, and information security.

The 2023 IGA replaces the 2019 and represents a complete rewrite of the prior Agreement. Great emphasis was placed on improving the thoroughness and consistency of the Agreement as well as minimizing the need to look through multiple sections to answer a single question or resolve a specific issue.

This is a high-level summary of the most notable changes compared to the 2019 IGA:

The new IGA adds or clarifies the definitions of various terms including City Services, Collection, Development Fees, Options Chart, Primary Point of Contact (PPOC), Profile, Independent Contractor, State Tax, Tax Information, Authorized Access Lists, and Qualified Recipients of Information, and all defined terms are now capitalized throughout the Agreement for easy recognition.

Taxpayer confidentiality measures have been significantly strengthened, placing additional emphasis on the protection of Tax Information provided under Arizona statutes, and refining the details surrounding authorized access, disclosure restrictions, and remedies for improper disclosure such as the possible suspension of Tax Information sharing.

New procedures have been established for both the cities and the Department to regularly maintain the Authorized Access Lists that control who can see detailed taxpayer information, including clarifying confidentiality training requirements and adding that all responsibilities and restrictions apply to Independent Contractors in the same manner as they apply to regular employees.

The new IGA addresses the developing scope of city assistance offered to the Department with the addition of delinquent tax collection activities and new collections reports along with new language that covers cities assisting with reviews of selected refund claims. In addition to the services that have long been provided by city and town auditors, these new areas expand the ways that we can partner with the Department, leveraging our personnel to help the DOR achieve more efficient operations.

The 2023 IGA also provides new or improved coverage for several miscellaneous topics including the City/Town's responsibility for reviewing its City Profile and the Model City Tax Code website; workers' compensation issues when sharing office space with other jurisdictions; the expiration, termination, or amendment of the Agreement; and the disclosure of aggregated financial information.

Finally, this version rewrote much of Appendix A regarding the handling and protection of confidential taxpayer information. Changes were made relative to identifying retention requirements and authorized disposal methods, critical information security protocols, and various software system requirements that cities and towns must follow to protect any confidential taxpayer data stored on their computer systems.

Financial Impact:

This agreement will not result in any budgetary impact to the City/Town.

Staff Recommendation:

Staff recommends approval of Resolution 2023-116, authorizing the execution of an intergovernmental agreement between the Town of Marana and the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax, and rental occupancy taxes imposed by the State or cities or towns.

Suggested Motion:

I move to adopt Resolution 2023-116, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax, and rental occupancy taxes imposed by the State or cities or towns.

Attachments

Resolution No. 2023-116

Exhibit A to Resolution No. 2023-116

MARANA RESOLUTION NO. 2023-116

RELATING TO TRANSACTION PRIVILEGE TAX; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF REVENUE AND THE TOWN OF MARANA FOR THE ADMINISTRATION, COLLECTION, AUDIT, AND LICENSING OF TRANSACTION PRIVILEGE TAXES, USE TAXES, SEVERANCE TAXES, JET FUEL EXCISE AND USE TAXES AND RENTAL OCCUPANCY TAXES IMPOSED BY THE STATE, CITIES OR TOWNS

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

WHEREAS A.R.S. § 42-6001 *et seq*. was amended effective January 1, 2015 to provide that the Arizona Department of Revenue (ADOR) shall enter into an intergovernmental contract or agreement (IGA) pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns; and

WHEREAS representatives of ADOR and representatives of Arizona cities and towns, with support from the League of Arizona Cities and Towns, have negotiated the terms of a new IGA to take effect as described within that document, which can be adopted individually by each Arizona city and town, and is the subject of this resolution; and

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of November 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF REVENUE AND THE TOWN OF MARANA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this 21st day of November, 2023, by and between the Arizona Department of Revenue ("Department") and the Town of Marana, an Arizona municipal corporation ("City/Town"). This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit, and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes, and rental occupancy taxes (collectively referred to as "Taxes") imposed by the State, City/Town, and other Arizona municipalities.

RECITALS

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952 *et seq.*) authorizes two (2) or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

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

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

AGREEMENT

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

1. Definitions

1.1 **A.R.S.** means the Arizona Revised Statutes.

1.2 **Adoption of an Ordinance** means final approval by majority vote of the City/Town council.

1.3 **Ambassador Program** means the Department's provided structure and support of curriculum related to tax administration and compliance education.

1.4 **Arizona Management System** means the State's professional, results-driven management system that focuses on customer value and vital mission outcomes for citizens. The system is based on principles of Lean, a proven people-centered approach that has delivered effective results in both public and private sectors. Lean focuses on customer value, continuous improvement and engaged employees to improve productivity, quality, and service.

1.5 **Audit** means an examination and verification of accounts and records to determine taxpayer compliance with A.R.S. Title 42 and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.

1.6 **City Services** means the Department's team or successor unit thereof that assists Arizona municipalities with administrative functions and all other activities related to transaction privilege tax licensing, collection, and compliance of any kind. In this Agreement, all references to electronic communications with City Services shall be directed to the team's address at citiesunit@azdor.gov.

1.7 **Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.

1.8 **Collection** means activities to collect established liabilities for transaction privilege taxes, fees, and related penalties and interest that are due and owing.

1.9 **Confidentiality Standards** means the standards set forth in A.R.S. § 42-2001 *et seq*., Model City Tax Code § 510, Appendix A of this Agreement, and such other written standards mutually agreed to by the Department and City/Town, and which will be incorporated into Appendix A of this Agreement.

1.10 **Development Fees** has the same meaning prescribed in A.R.S. § 42-5075(B).

1.11 **Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).

1.12 **Federal Tax Information ("FTI")** means Federal income tax returns or return information the Department receives from the Internal Revenue Service, including any information created by the Department derived from that information. Documents obtained from a taxpayer or State income tax returns are not considered Federal Tax Information. The scope of this Agreement does not permit the Department to share FTI with any Arizona municipality.

1.13 **Independent Contractor** means any individual or entity with which City/Town may enter into an agreement to perform transaction privilege tax administration, collection, audit, licensing, and any other related duties described in this Agreement or A.R.S. § 42-6001 *et seq*.

1.14 **Model City Tax Code** means the document defined in A.R.S. § 42-6051.

1.15 **Municipal Tax** or **Municipal Taxes** means collectively the transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax imposed by City/Town in accordance with the Model City Tax Code and similar taxes imposed by City/Town pursuant to a City/Town code section outside the Model City Tax Code that are collected via the standard transaction privilege tax return. Unless the context provides otherwise, this definition includes municipal privilege tax, municipal privilege tax license fees, and all related penalties, interest and other similar charges collected by the Department on behalf of an Arizona municipality.

1.16 **Options Chart** means any chart contained in a section of the Model City Tax Code which identifies the various approved standard Options adopted by an Arizona municipality.

1.17 **Primary Point of Contact ("PPOC")** means a designated City/Town representative with the primary responsibility for communicating with the Department and their respective staff on any matters described within this Agreement. The PPOC must be an individual qualified to receive Tax Information under Section 2.1 of this Agreement and be included on the Master Authorization List referenced in Section 2.3 of this Agreement.

1.18 **Profile** means a dedicated section of the Model City Tax Code that provides specific information for each Arizona municipality, including contact information, applicable tax rates, and amendments and provisions unique to City/Town.

1.19 **Standard Audit Life Cycle Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities from the assignment of audits through final resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Audit Life Cycle Process Map shall be referred to SMART for resolution.

1.20 **Standard Authorization List Update Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to keep an updated list of current employees and contractors who are authorized to receive Tax Information consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Authorization List Update Process Map shall be referred to SMART for resolution.

1.21 **Standard Inter-Jurisdictional Transfer Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to document and authorize the transfer of erroneously reported or

allocated tax from one (1) municipality to another based upon a municipality's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Inter-Jurisdictional Transfer Process Map shall be referred to SMART for resolution.

1.22 **State** means the State of Arizona.

1.23 **State & Municipal Audit Resolution Team ("SMART")** means an advisory committee responsible for resolving issues as set forth in Section 15 of this Agreement.

1.24 **State Tax** or **State Taxes** means transaction privilege tax and affiliated excise taxes, including use tax, severance tax, and jet fuel excise and use taxes imposed by the State of Arizona or its counties.

1.25 **Tax Information** means information deemed confidential taxpayer information protected from disclosure pursuant to A.R.S. § 42-2001 *et seq*. or Model City Tax Code § 510 concerning the business financial affairs or operations of a taxpayer as it relates to Municipal Taxes or State Taxes. Tax Information includes all financial information related to transaction privilege taxes obtained from any source related to an individual taxpayer and all such aggregate financial information related to any group of identified or identifiable taxpayers.

(a) Examples of Tax Information include without limitation:

(1) Any information provided by the Department to City/Town derived from any source including tax returns, reports, tax license applications, and the New License Report or License Update Report; and

(2) Any information received by, recorded by, prepared by, furnished to, or collected by the Department or City/Town with respect to a transaction privilege tax return or the termination or possible existence of liability of any person for any transaction privilege tax and related penalty or interest, such as the taxpayer's identity; the nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, taxes withheld, deficiencies, over-assessments, or tax payments; or whether the taxpayer's account was, is being, or will be examined or subject to audit, desk review, investigation, collection, or processing.

(b) Taxpayer identifying information obtained by City/Town from any source not identified in Section 1.25(a) of this Agreement is not Tax Information for purposes of this Agreement.

1.26 **Voluntary Disclosure Agreement** means a document used in a voluntary disclosure program designed for eligible taxpayers with exposure for tax liability and/or civil penalties arising from a failure to report and/or pay all Taxes due which allows the taxpayer to come into voluntary compliance.

2. Authorized Access Lists

2.1 **Statutory Authority:** The disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001 *et seq*., and, for reporting periods prior to January 1, 2015, by Model City Tax Code § 510.

2.2 **Qualified Recipients of Information:** The Department and City/Town shall only disclose Tax Information related to State Tax and Municipal Tax pursuant to this Agreement to individuals authorized by law as described in Section 2.1 of this Agreement, including those authorized persons listed on the Authorized Access Lists provided by the Department and Arizona municipalities. Questions related to a listed Department recipient may be directed to City Services at citiesunit@azdor.gov. Questions related to a listed Arizona municipal recipient may be directed to the PPOC of the pertinent Arizona municipality.

2.3 **Department's Authorized Access List:** Pursuant to Section 2.4(c) of this Agreement, the Department shall maintain, update, and provide a current statewide Master Authorization List of names, job titles, and contact information of the Department staff and Arizona municipal representatives who are authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information from the Department or Arizona municipalities, as defined in the Standard Authorization List Update Process Map. Updates shall be provided on not less than a monthly basis. The Department shall promptly notify Arizona municipalities of any individual whose authorization to receive State Tax and Municipal Tax information has been revoked for any reason.

2.4 **City/Town's Authorized Access List:** City/Town shall maintain, update, and provide a current Authorized Access List of names, job titles, and contact information for all persons acting on behalf of City/Town authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information as defined in the Standard Authorization List Update Process Map.

(a) City/Town shall indicate one PPOC on the Authorized Access List to resolve any administrative issues with the Authorized Access List. At its discretion, City/Town may also indicate an additional individual as a back-up or alternate PPOC.

(b) City/Town shall ensure all personnel on the Authorized Access List meet the requirements indicated in the Confidentiality Standards (Appendix A) including completing all required confidentiality training certification and recertification as required from time to time, within the time required by the Department.

(c) Upon execution of this Agreement and on the first day of each calendar quarter thereafter, City/Town shall email to City Services at citiesunit@azdor.gov a current Authorized Access List of its staff and representatives authorized to receive State Tax and Municipal Tax information from the Department and Arizona municipalities, including additions and deletions, changes in job titles, and contact information. City/Town's PPOC shall promptly notify the Department of any person whose authorization to receive State Tax and Municipal Tax information is revoked for any reason.

(d) The Department shall review City/Town's Authorized Access List. If the Department finds that any person on the list has not completed the required confidentiality training in a timely manner or does not meet the Confidentiality Standards in Appendix A of this Agreement, the Department shall notify the City/Town PPOC to resolve the issue. The Department shall not include that person on the Master Authorization List until the issues have been resolved to the satisfaction of the Department.

2.5 Independent Contractors:

(a) City/Town may at times choose to enter into a contract with an Independent Contractor to perform the transaction privilege tax administration, collection, audit, desk review, licensing, and other duties described in this Agreement or A.R.S. § 42-6001 *et seq.*

(b) In accordance with A.R.S. §§ 42-1004 and 42-6002, no contract with an Independent Contractor may be entered into on a contingency fee basis for the performance of any transaction privilege tax related functions, including but not limited to license inspections, audits, desk reviews, or collections.

(c) Within ten (10) business days of ratification of this Agreement, or subsequent execution of such a contract between City/Town and an Independent Contractor, City/Town shall provide a copy of each such contract to the City Services electronically at citiesunit@azdor.gov.

(d) City/Town shall notify the Department of the expiration, termination, or amendment of any agreement with such Independent Contractors within ten (10) business days of such event.

(e) In this Agreement it is presumed that any reference to a municipal employee such as a license inspector, auditor, desk reviewer, collector, supervisor, etc., also refers to an Independent Contractor performing that function on behalf of the Department or City/Town.

(f) An Independent Contractor is subject to all training requirements, authorization limitations, and other privileges and restrictions incorporated into this Agreement or provided in statute in the same form and manner as

such conditions apply to an employee performing the same function on behalf of the Department or City/Town.

(g) When an Independent Contractor issues any correspondence to a taxpayer on behalf of the Department or City/Town, the Independent Contractor shall expressly identify all of the following on such correspondence: the Independent Contractor's name; the name of the Independent Contractor's firm, if applicable; the Independent Contractor's status as a license inspector, auditor, desk reviewer, or collector acting on behalf of the Department or City/Town; the Independent Contractor's mailing address, telephone number, and e-mail address; and the telephone number and e-mail address of a specific person who is an employee of the Department or City/Town capable of responding to the issues raised in the correspondence for the Department or City/Town.

(h) The Department and/or City/Town may pursue any remedy authorized by this Agreement or by statute for a violation of this Section by an Independent Contractor.

2.6 Sharing of Authorized Access Lists: The Department shall share the Department's Authorized Access List and the Authorized Access Lists for all Arizona municipalities provided to the Department on the Core SFTP site. The Department shall update the lists on a monthly basis with information provided by each Arizona municipality, or as needed to immediately remove any person whose authorized access has been revoked by the Department or an Arizona municipality.

3. Disclosure of Information by City/Town to the Department or Another Arizona Municipality

3.1 Disclosure and Use of Municipal Tax Information: Any Tax Information released by City/Town to the Department or another Arizona municipality may only be used by persons authorized to receive such Tax Information for tax administration and collection purposes and may not be disclosed to the public in any manner that does not comply with A.R.S. § 42-2003, and/or Model City Tax Code § 510 for reporting periods prior to January 1, 2015. All Tax Information shall be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

3.2 Municipal Ordinances: City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten (10) calendar days of a request for such information from the Department. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

(a) Tax Code Changes: City/Town shall provide notice to the Department of any tax code change with a copy of any ordinance adopted by City/Town that imposes or modifies the Municipal Taxes or municipal privilege tax

license fees to be collected hereunder within ten (10) calendar days of adoption of the ordinance. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

(1) City/Town agrees that any ordinance that changes a tax rate, Option selection, or includes the addition or removal of a unique Model City Tax Code exception shall take effect on the first day of the month that is at least sixty (60) calendar days after the City/Town council adopts the change. City/Town and the Department recognize there may be occasions when the City/Town council establishes an effective date less than sixty (60) calendar days after adoption. If City/Town chooses to propose an ordinance with an effective date that is less than sixty (60) calendar days after adoption, City/Town shall notify the Department as soon as possible after that choice is made.

(2) The Department shall incorporate all ordinance changes into the official copy of the Model City Tax Code within ten (10) calendar days of receipt of notice from City/Town. The copy provided to the Department may be an electronic copy but shall reflect the identical language contained in the version adopted by the City/Town and shall contain the required signatures indicating council approval.

(3) The Department shall notify City/Town when the tax code change has been incorporated and City/Town is responsible for confirming the change has been correctly entered in the official copy of the Model City Tax Code.

(4) Pursuant to A.R.S. § 42-6052, if City/Town fails to notify the Department of a tax code change within ten (10) calendar days after City/Town council approval, the ordinance shall be considered null and void. All tax code changes described in this Section shall have no effect until reflected in the official copy of the Model City Tax Code.

(b) Annexation Ordinances: Within fifteen (15) calendar days following the adoption of an annexation ordinance, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov and City Services at citiesunit@azdor.gov. City/Town may provide the Department with a list of businesses subject to Municipal Taxes known to be located in the annexed area.

(c) Review of the Model City Tax Code: City/Town shall be responsible for reviewing the information contained on its Profile, the Options Charts, tax rates for City/Town, and other information specific to City/Town contained in the official copy of the Model City Tax Code and ensuring it is correct.

City/Town affirms that it has an ongoing obligation to notify City Services of any changes needed to such information at citiesunit@azdor.gov.

3.3 **Development Fees:** Upon request by the Department to City/Town's PPOC, City/Town shall provide to the Department any information regarding Development Fees imposed by City/Town under A.R.S. § 9-463.05 to assist the Department with the auditing of taxpayers and the ordinary billing and collection of taxes.

3.4 **Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.

3.5 **Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

4. Disclosure of Information by Department to City/Town

4.1 **Statutory Authority:** The Department may disclose information relating to State Taxes and Municipal Taxes to City/Town pursuant to A.R.S. § 42-2003 if the information relates to a taxpayer who is or may be taxable by a county, city, or town or who may be subject to audit by the Department pursuant to A.R.S. § 42-6002.

4.2 **Restrictions on Use and Disclosure to Unauthorized Parties:** Any Tax Information disclosed by the Department to City/Town is subject to all restrictions provided for in A.R.S. § 42-2003. Tax Information shall only be used by persons authorized to receive such Tax Information for internal tax administration purposes, including audit, desk review, collection, and licensing activity, and may not be disclosed to the public or any unauthorized party in any manner that does not comply with the Confidentiality Standards (Appendix A).

4.3 **Liability for Improper Disclosure:** The disclosure of confidential information concerning Arizona taxes is governed by A.R.S. § 42-2001 *et seq.*, which strictly controls the accessibility and use of this information. Individuals who receive confidential information relating to State Taxes and Municipal Taxes from the Department are subject to the penalties provided in A.R.S. § 42-2004 and other applicable statutes if they misuse or improperly disclose this information to unauthorized individuals.

4.4 **Reporting Potential Disclosure Violations/Incidents:** The Department shall not withhold Tax Information from City/Town provided that City/Town complies with A.R.S. § 42-2001 *et seq*., and the Confidentiality Standards (Appendix A).

(a) If City/Town or the Department has information to suggest City/Town or any of its duly authorized representatives has violated A.R.S. § 42-2001 *et seq*. or the Confidentiality Standards (Appendix A), City/Town or the Department shall immediately notify City Services at citiesunit@azdor.gov, the Department's Disclosure Officer at DisclosureOfficer@azdor.gov, and the Department's Information Security Team at InfoSec@azdor.gov.

(b) City/Town and the Department shall fully cooperate with the Department's Disclosure Officer and Information Security Team in investigating the alleged violation and shall promptly address any identified issues.

(c) The Department's Disclosure Officer and Information Security Team:

(1) Shall send written notice to City/Town's PPOC detailing the alleged breach as understood by the Department and request a response to the allegation within twenty (20) calendar days of the date of the letter, and

(2) May inspect City/Town's records, facilities, and equipment to determine whether there has been a violation, and

(3) Shall review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation prior to issuing any determination, and

(4) Shall issue a written determination delivered by certified mail to City/Town regarding the alleged violation within sixty (60) calendar days of the date of City/Town's response letter. If the Department determines that a violation has occurred, the Department shall indicate whether a suspension of information is warranted and the length of the suspension. During the period of suspension, City/Town shall not access information maintained or created by the Department related to City/Town.

(d) If the Department makes a written determination to suspend sharing of information, City/Town may, within ten (10) calendar days of receiving the written determination, submit a written request to SMART requesting the group review the determination as provided in Section 15 of this Agreement.

(e) If there is a suspension of Tax Information sharing with City/Town, the Department shall maintain all information collected or created during the suspension period related to City/Town that would otherwise have been shared with City/Town and shall assist City/Town with accessing the accumulated information for City/Town immediately upon termination of the suspension.

(f) Under no circumstances shall the suspension of any right to receive Tax Information adversely impact the Department's delivery or transfer of any City/Town revenues in any manner.

4.5 Information to be Provided: The Department shall provide information pursuant to A.R.S. § 42-6001(B). The Department shall provide such information as outlined

in Appendix B and elsewhere in this Agreement, which shall only be modified in accordance with Section 4.7 of this Agreement.

(a) The Department shall not provide Federal Tax Information to City/Town.

(b) In addition to the information detailed in Appendix B of this Agreement, the Department shall disclose, upon request, the following information to City/Town:

(1) Department tax audits, including all information related to all Arizona municipalities included in the tax audit; and

(2) Other relevant information necessary for City/Town's tax administration and collection purposes, including all information necessary to verify that City/Town received all revenues collected by the Department on behalf of City/Town.

4.6 Storage and Destruction of Tax Information: All Tax Information provided by the Department to City/Town shall be managed, stored, protected, and destroyed in accordance with the Confidentiality Requirements (Appendix A).

4.7 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B of this Agreement and the JT-1, TPT-2, and TPT-EZ forms in Appendix C of this Agreement (also provided online at www.azdor.gov) meet the specificity requirements of City/Town. The data fields identified in Appendix B and the forms in Appendix C may be revised or replaced only by mutual agreement of the Department and Arizona municipalities, with any unresolved issues being referred to SMART for final determination.

4.8. Notwithstanding any provision to the contrary, nothing in this Section shall prevent the Department from complying with state information security requirements in the situation of a data breach or similar event.

5. Audit

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

5.1 Training: All auditors, desk reviewers, and supervisors shall be trained in accordance with the policies of the Department. Auditors and desk reviewers who have not completed the training may only work in conjunction with a trained auditor or supervisor and cannot be the only auditor or desk reviewer assigned to the audit or desk review. The Department shall do all the following:

(a) Provide semi-annual audit and desk review training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to any cost for procuring the site and training materials;

(b) Notify City/Town of any training sessions at least thirty (30) calendar days before the date of the training session;

(c) Permit City/Town auditors, desk reviewers, and supervisors to attend any scheduled training as space permits at any designated training location;

(d) Provide additional training, as needed, to inform auditors, desk reviewers, and supervisors regarding changes in State law, the Model City Tax Code, audit and desk review procedures, or Department policy.

5.2 Conflicts of Interest:

(a) An auditor, desk reviewer, supervisor, or Independent Contractor trained and authorized to conduct an audit or desk review, in addition to the restrictions provided under A.R.S. Title 38, Chapter 3, Article 8, § 38-501 *et seq.*, shall not conduct any of the following prohibited acts:

(1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by or in an Independent Contractor relationship with the Department or City/Town.

(2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.

(3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the Independent Contractor relationship with the Department or City/Town.

(4) Use information he/she acquires in the course of the official duties as an auditor, desk reviewer, supervisor, or Independent Contractor in a manner inconsistent with his/her official duties without prior written approval from the Department.

(5) For a period of one (1) calendar year after he/she ends employment by or an Independent Contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes a formal screen or ethical wall to prevent any sharing of information between the person and the remainder of the firm. Documentation of such formal screen or ethical wall shall be provided by the firm to the Department or City/Town upon request.

(6) Receive compensation from a source other than City/Town or pursuant to an agreement with City/Town for the performance of any work or transaction performed expressly on behalf of City/Town.

(7) Make any representation of being an employee or contractor of City/Town or the Department in marketing and promotional materials soliciting work or transactions to be performed on behalf of a taxpayer or potential taxpayer.

(b) In addition to any other remedies available to the Department and City/Town by statute and under the terms of this Agreement, the Department may revoke an individual's authority to audit or perform desk reviews on behalf of the Department or City/Town and prohibit the use of any auditor, desk reviewer, supervisor, or Independent Contractor who violates this provision.

5.3 Audits and Desk Reviews:

(a) City/Town may request the Department conduct an audit or desk review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department and Arizona municipalities shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit or desk review request.

(b) City/Town may conduct an audit or desk review of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. Before commencing such desk review, City/Town shall submit the request using the Desk Review Approval Excel Sheet. The Department shall provide City/Town with a determination of approval or denial of the request within ten (10) calendar days of the notice from City/Town.

(c) Except as permitted below, the Department shall conduct all audits and desk reviews of taxpayers having locations in two (2) or more Arizona municipalities. A City/Town auditor may participate in any audit or desk review City/Town requested the Department to perform.

(d) City/Town shall notify the Department if it wants to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department shall authorize such audits or desk reviews, to be overseen by the Department, unless there is already an audit or desk review of the taxpayer in process, scheduled, or planned, or the Department determines the audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects. The Department shall notify City/Town of its determination within ten (10) calendar days. No initial audit or desk review contact may occur between City/Town and a taxpayer until the Department approves the audit or desk review notice.

(e) In the case of taxpayers doing business in more than one (1) Arizona municipality:

(1) City/Town may request the Department conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.

(2) City/Town may request authorization from the Department for City/Town to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.

(3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form or the Desk Review Approval Excel Sheet, as appropriate. The Department shall notify City/Town of its decision regarding the request within ten (10) calendar days of receipt of the request.

(f) The Department may deny, in writing, City/Town's request for the Department to conduct an audit or desk review within ten (10) calendar days of receiving the request for any of the following reasons:

(1) An audit or desk review is already in process or is scheduled or planned for the taxpayer within six (6) months of the request;

(2) The requested audit or desk review would interfere with strategic tax administration planning;

(3) The audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects;

(4) The request lacks sufficient information for the Department to determine whether it is appropriate;

(5) The Taxpayer was audited within the previous two (2) years;

(6) The Department lacks sufficient resources to conduct the audit or desk review;

(7) The scope or subject of the audit or desk review does not justify the use of Department resources.

(g) If the Department denies a request to conduct an audit or desk review for the reasons provided in (f)(6) or (f)(7), and the audit or desk review is not for a taxpayer that only has a business location in City/Town, then City/Town may request to conduct the audit or desk review itself under the

supervision of the Department. No initial audit or desk review contact may occur between City/Town and a taxpayer until City/Town receives written Department approval.

(h) Any decision by the Department denying City/Town's request to conduct any audit or desk review may be referred to SMART in accordance with Section 15 of this Agreement.

(i) All audits or desk reviews conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors and desk reviewers shall be trained in accordance with Section 5.1 of this Agreement.

(j) The Department may appoint a Department manager to supervise any audit or desk review conducted by City/Town.

(k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.

(l) The Department shall issue all audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.

(m) The Department shall issue amendments to audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.

5.4 Claims for Refund:

(a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.

(b) The Department shall notify City/Town of all refund requests that are reviewed and approved involving City/Town's Municipal Taxes within thirty (30) calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 5.3 of this Agreement.

(c) The Department may assign a Department auditor to review requests for refunds. The Department shall notify City/Town of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town within thirty (30) calendar days of initiating the review and may request that City/Town assist with such reviews, with acceptance of such request at the discretion of City/Town. The Department may assign a refund request to a City/Town for review, with acceptance of such assignment at

the discretion of City/Town. The Department may only assign refund requests to City/Town if taxes paid to City/Town are included in the refund request.

(d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed Municipal Tax refunds paid by the Department.

(e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

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

5.6 **Status Reports**: The Department shall keep all Arizona municipalities apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting City Services at citiesunit@azdor.gov.

6. Voluntary Disclosure Agreements

The Department may enter into a Voluntary Disclosure Agreement with a taxpayer. A Voluntary Disclosure Agreement may limit the years subject to audit and waive penalties. If the taxpayer discloses to the Department that it owes Municipal Taxes to City/Town, the Department shall notify City/Town of the Department's intent to enter into a Voluntary Disclosure Agreement and the Department shall provide the taxpayer's identity within thirty (30) calendar days of the identity being disclosed to Department. City/Town may subsequently request an audit of a taxpayer subject to a Voluntary Disclosure Agreement pursuant to Section 5.3 of this Agreement.

7. License Compliance

7.1 **License Issuance and Renewal:** The Department shall issue new municipal privilege tax licenses and shall annually renew such licenses for City/Town Municipal Tax. The Department shall provide City/Town with information about all persons obtaining and renewing municipal privilege tax licenses as set forth in Appendix B of this Agreement.

7.2 **License Checks:** The Department and City/Town shall coordinate efforts to conduct mutual tax license compliance checks through canvassing and other compliance methods.

7.3 **Confidentiality:** Any tax license information City/Town obtains from the Department is confidential and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by City/Town ordinance or policy.

7.4 **Changes to License Fees:** Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of an ordinance approved by voters in an election) creating or modifying a municipal privilege tax license fee, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to City Services at citiesunit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified tax license fee any sooner than sixty (60) calendar days after the date the Department received the ordinance from City/Town.

8. Closing Agreements

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

9. Responsibility for Representation in Litigation

9.1 **Administrative Proceedings:** Pursuant to A.R.S. § 42-6002, the Department shall coordinate the litigation and defense of assessments and refund denials in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit, desk review, or refund review in accordance with the Standard Audit Life Cycle Process Map. The Department shall diligently defend the interests of City/Town and City/Town shall assist the Department in such representation as requested by either party.

9.2 **Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court, and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.

9.3 **Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, desk reviewers, supervisors, and other necessary employees are available to assist the Department and the Attorney General through informal interviews, providing documents and records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.

9.4 **Administrative Decisions:** The Department shall provide a copy of all administrative hearing level decisions regarding State Taxes and Municipal Taxes, including Director's decisions issued by the Department, to City/Town within ten (10) business days after issuance of the decision if City/Town requests to be

included on a distribution list created by the Department for the purposes of disseminating such decisions. City/Town may request to be on the distribution list by contacting City Services at citiesunit@azdor.gov. Administrative decisions contain Tax Information and must be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

10. Collection of Municipal Taxes

10.1 Tax Returns: Taxpayers who are subject to City/Town Municipal Taxes are required to pay such taxes to the Department utilizing a form prescribed by the Department.

10.2 Delinquent Tax Collections: Pursuant to A.R.S. § 42-6001, the Department shall collect any delinquent Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. In the event this Agreement is terminated, the Department shall continue to collect delinquent Municipal Taxes recorded on the Department's accounting system on behalf of City/Town and distribute any such amounts collected to City/Town.

10.3 City/Town Assistance in Delinquent Tax Collections: To expand the Department's State Tax and Municipal Tax collection efforts by leveraging City/Town resources, City/Town may choose to provide collection efforts by deploying City/Town collectors to work in conjunction with the Department on the following terms:

(a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 5.1 of this Agreement.

(b) **Conflict of Interest:** A collector trained and authorized under this provision to perform collections activity shall not conduct any of the following prohibited acts:

(1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by City/Town.

(2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.

(3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one (1) calendar year after he/she ends employment with City/Town.

(4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

(5) For a period of one (1) calendar year after he/she ends employment with City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.

(c) **Revocation:** The Department may revoke the authorization of City/Town or of any individual City/Town employee to collect obligations under this Section. A revocation determination may be subject to review by SMART upon request by the individual or City/Town.

10.4 State of Arizona Liquor License Affidavit: City/Town may request that the Department issue a liquor license affidavit. The Department shall respond to the request via secured e-mail to indicate the status of completion of the request with a note stating complete, in-process, or unable to complete.

10.5 Uncollectible/Discretionary Write-offs: The Department shall share the annual list of uncollectible/discretionary write-offs of City/Town's Municipal Taxes prior to the write-off event at the end of the fiscal year. City/Town shall have forty-five (45) calendar days to submit feedback.

10.6 Remittance: All amounts collected by the Department for City/Town's Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by Noon on the Monday after the end of the week in which the collections were received by the Department. If the Monday falls on a holiday, payment will be initiated by Noon on the Tuesday after the end of the week in which the collections were received by the Department. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.

10.7 Abatement: Pursuant to A.R.S. § 42-1004, the Department, with the approval of the Attorney General, may abate tax under certain circumstances including Municipal Taxes. During the ordinary course of business, the Department may determine that certain taxpayer accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating Municipal Taxes or closing accounts with Municipal Taxes due. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.

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

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

10.10 Collection Reports: The Department shall keep all Arizona municipalities apprised of the status of every open case in a collection status involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting Cities Collections at citiescollection@azdor.gov.

11. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing the official responses to taxpayer ruling requests and requests for interpretation of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. § 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on Arizona municipalities and interpretation of Model City Tax Code. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. This Section is not intended to affect procedures for appeals and litigation as outlined in Section 5.5 and Section 9 of this Agreement.

12. Financing Collection of Taxes

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

13. Inter-Jurisdictional Transfers ("IJTs")

The Department shall administer Inter-Jurisdictional Transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map. The affected Arizona municipalities shall agree on any amounts to be transferred before notifying the Department of such amounts to be transferred under this Section.

14. Education and Outreach Efforts

To further its focus on serving taxpayers and its commitment to funding Arizona's future through enhanced customer service, continuous improvement, and innovation, the Department is expanding its outreach and education program to connect with all citizens of Arizona by strategically working with taxpayer and industry groups, tax practitioners, and Arizona's municipalities to ensure consistent tax education is widely available.

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

Increased education and outreach efforts undertaken by the Department and Arizona municipalities will ensure collaborative partnerships beneficial to both parties, emphasize an ongoing two-way exchange of information, enhance communication on issues of common interest, and promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement an Ambassador Program, whereby the Department provides curriculum, structure, and support for education related to tax administration and compliance. City/Town shall be provided a standard work process when participating in Department-led educational events.

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

15.1 Members: The SMART committee shall consist of four (4) primary (voting) members representing municipal taxing jurisdictions and four (4) primary (voting) members representing the Department. There shall also be two (2) alternate members representing each party, who are non-voting representatives unless required to vote due to the absence, recusal, or disqualification of a primary (voting) member. All primary and alternate members are required to attend all meetings unless excused.

15.2 Selection: The Director of the Department shall appoint Department employees to serve as primary and alternate members representing the Department. Arizona municipalities shall collectively appoint municipal employees to serve as primary and alternate members representing the Arizona municipalities. The members representing either party may be changed at any time following the standard work process agreed upon by both parties.

15.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented.

15.4 Issues: The Department or City/Town may refer issues to SMART for resolution including but not limited to:

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

(b) Amendments to Department audit procedures or manuals;

(c) Closing Agreements or a range of settlement authority;

(d) Abatement or account closure in collections;

(e) Suspension of disclosure of Tax Information to City/Town;

(f) Disagreements regarding proposed changes to the process maps defined in Sections 1.19, 1.20, and 1.21 of this Agreement;

(g) Revocation of collection authority; and

(h) Other issues as authorized by the Director of the Department or agreed upon by the parties, subject to the limitations described in Section 29 of this Agreement.

15.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five (5) members of SMART, the Director shall accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five (5) members of the group, the Director or Director's designee may act as they deem to be in the best interests of all parties. Notwithstanding the above, upon request by City/Town, the Director shall submit their decision to the Attorney General's Office for review.

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

15.7 Procedures: SMART shall develop procedures concerning the operation of the committee consistent with this Agreement.

16. Funding of Additional Auditors by City/Town

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

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

16.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other Arizona municipalities to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

16.4 **Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

17. Satellite Offices for Department Auditors

17.1 **Funding:** City/Town, at its own expense and at its sole discretion, may provide one (1) or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this Section shall require the Department to make use of such facilities provided by City/Town.

17.2 **Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns and the Department shall be responsible for taking appropriate actions to resolve those concerns.

17.3 **Termination:** Once a satellite office is established, City/Town shall provide at least one hundred eighty (180) calendar days' written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.

17.4 **License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

17.5 **Workers' Compensation for Satellite Offices and Certain Site Visits:** If employees of City/Town or Department are working at the facility of the other public agency pursuant to this Agreement, it is agreed that:

(a) Each employee will be deemed an employee of both public agencies for the purposes of A.R.S. § 23-1022(D) and Arizona workers' compensation laws.

(b) Each employee's primary employer (*i.e.*, the State of Arizona for a Department employee, and City/Town for a City/Town employee or Independent Contractor) shall be solely liable for the payment of workers' compensation benefits.

(c) Each public agency for which employees of City/Town or Department are working at the facility of the other public agency under this Agreement shall post a notice complying with A.R.S. § 23-1022(E).

(d) In all circumstances other than as provided in the foregoing, nothing in this Agreement shall be construed to result in any person being the officer,

agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

18. Non-availability of Funds

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

19. Waiver

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

20. Cancellation

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

21. Notice

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

_____

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

22. Non-discrimination

ADOR and City/Town shall comply with Executive Order 2023-01, which prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, by persons performing state contracts or subcontracts. ADOR and City/Town also agree to comply with Executive Orders 2003-22 and 2009-09 as amended by Executive Order 2023-01, all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act of 1990. ADOR and the City/Town shall also comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

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

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

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

23.3 The Department and City/Town retain the legal right to confirm the authorized presence and work authorization of any employee who works under this Agreement to ensure the Department and City/Town are complying with the applicable Federal immigration laws and regulations, and State statutes as set forth above.

24. Audit of Records

City/Town and the Department shall retain all data, books, and other records ("Records") relating to this Agreement for at least six (6) years

(a) after termination of this Agreement, and

(b) following each annual renewal thereof.

All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. § 35-214 and A.R.S. § 35-215.

25. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this

Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of this Agreement.

26. Mutual Cooperation

In the event of a disagreement between the parties regarding the terms, provisions, and requirements of this Agreement, or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate to resolve the said disagreement or deal with the said circumstance.

27. Arbitration

To the extent required by A.R.S. § 12-1518 and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 19 of this Agreement is not considered to be a dispute arising out of this Agreement.

28. Implementation

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

29. Limitations

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

30. Duration

30.1 The term of this Agreement shall commence from the latest date as indicated in Section 33 of this Agreement and continue in force through December 31st of the following calendar year unless canceled or terminated as provided herein. The term of this Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein.

30.2 Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 30.9 of this Agreement shall thereafter be executed by the parties hereto by a separate signed amendment and incorporated herein to be effective during the term of this Agreement and any extensions.

30.3 This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect.

30.4 This Agreement shall expire on December 31st of any year the Department is subject to sunset review by the legislature. Upon expiration, cancellation, or termination, any subsequent Agreement must be ratified through signature by both parties.

30.5 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty (30) calendar days' notice to the other party. The termination shall become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.

30.6 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this Agreement upon such terms and at such time as is mutually agreeable to them.

30.7 Any notice of termination shall be mailed and served on the other party in accordance with Section 21 of this Agreement.

30.8 In the event of a partial or complete termination of this Agreement, if the parties have shared or exchanged property the parties will return the property to its original owner or dispose of it in a manner required by the original owner as described in this Agreement.

30.9 During the term of this Agreement, the terms and conditions of this Agreement shall undergo an annual review to be initiated no later than June 1st of each year. The review shall be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

31. Choice of Law

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

32. Entire Agreement

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

33. Signature Authority

33.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

33.2 This Agreement may be executed in counterpart.

For the Department:	For City/Town:
Signature Date	Signature Date
Robert Woods, Director	Ed Honea, Mayor
Typed Name and Title	Typed Name and Title
Arizona Department of Revenue	Town of Marana
Entity Name	Entity Name
1600 W. Monroe St.	11555 W. Civic Center Drive
Address	Address
Phoenix Arizona 85007	Marana AZ 85653
City State Zip	City State Zip
RESERVED FOR THE ATTORNEY GENERAL:	**RESERVED FOR CITY/TOWN ATTORNEY:**
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. **KRIS MAYES** The Attorney General BY: _____ Signature Assistant Attorney General Date: _____	This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City/Town Attorney who has determined, on behalf of the City/Town only, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City/Town. APPROVED AS TO FORM AND AUTHORITY: BY: _____ CITY/TOWN ATTORNEY Date: _____

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE
CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

1.1 "Confidential Information" is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. §§ 42-2001 through 42-2004.

1.2 "Tax Information" as defined in this Agreement is Confidential Information.

1.3 **Disclosure of aggregated financial information.** Under no circumstance shall aggregated financial information related to transaction privilege taxes allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.

(a) Except as provided in Section 1.3(b) of this Appendix, City/Town will disclose aggregated financial information in accordance with the Department's standard:

(1) City/Town shall only disclose aggregated financial information from not less than ten (10) taxpayers within the political boundaries of City/Town.

(2) No individual taxpayer's financial information should be discernible due to its relative size compared to other members of the aggregated group. For example, if one of the taxpayers in the data set represents 90% or more of the data point, then that data point must not be disclosed, regardless of the number of taxpayers.

(b) City/Town may disclose its aggregated financial information from less than ten (10) taxpayers provided City/Town first determines the aggregated data could not potentially reveal the financial information of an individual taxpayer. Such a determination shall take all the following into consideration:

(1) *Ownership*. All taxpayers with common ownership entities shall be considered a single taxpayer for aggregation purposes; and

(2) *Proportionality*. No individual taxpayer's financial information should be discernible due to its relative size compared to other members of the aggregated group; and

(3) Any other factor that might allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.

2. Protecting Information

2.1 City/Town must identify all places, both physical and logical, where City/Town receives, processes, and stores Tax Information and create a plan to adequately secure those areas.

2.2 Tax Information must be protected during transmission, storage, use, and destruction. City/Town must have written policies, standards, and procedures to document how it protects its information systems, including Tax Information so that it conforms to the State of Arizona statutes A.R.S. §§ 42-2001 through 42-2004 and policies, standards, and procedures found on the Arizona Strategic Enterprise Technology ("ASET") website at aset.az.gov/resources/policies-standards-and-procedures or ASET's successor agency or website and Arizona Department of Homeland Security's website at https://azdohs.gov/information-security-policies-standards-and-procedures.

2.3 Department staff and authorized City/Town staff are prohibited from inspecting Tax Information unless they have a business reason. Browsing through Tax Information concerning friends, neighbors, family members, or people in the news is strictly prohibited.

2.4 All removable media, including paper and CDs, containing Tax Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Tax Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.

2.5 All individuals accessing or storing Tax Information from an alternative work site must enter into a signed agreement that specifies how the Tax Information will be protected while at that site. Only trusted employees shall be permitted to access Tax Information from alternative sites. Tax Information may not be accessed while in public places such as restaurants, lounges, or pools.

2.6 Tax Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Tax Information.

2.7 When transporting confidential materials, the materials should be covered so that others cannot see the Tax Information. When sending Tax Information by fax, a cover sheet should always be used.

2.8 Any person with unsupervised access to Tax Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such information and annually thereafter. They must sign

certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification and submit a copy of the certification to the Department.

3. Disclosure of Information

3.1 Tax Information may only be disclosed as permitted by A.R.S. § 42-2003.

3.2 Tax Information is protected by statute and, therefore, shall not be disclosed in response to a public records request except as authorized by law. A state agency, including political subdivisions (City/Town), may deny inspection of public records if the records are deemed confidential by statute. *Berry v. State,* 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).

3.3 A taxpayer may designate a person to whom Tax Information may be disclosed by completing an Arizona Department of Revenue Form 285 or Form 285B, or such other form that contains the authorizing information included in those forms. City/Town may contact the Department's Disclosure Officer at DisclosureOfficer@azdor.gov if there are any questions concerning this requirement.

4. Retention and Disposal of Information

4.1 All records received from the Department must be kept for the duration of the records retention period as listed in the official records retention schedules approved by the Secretary of State Library Archives and Public Records Division ("LAPR") published on the LAPR website.

(a) The Department's custom records retention schedule is published on the LAPR website at apps.azlibrary.gov/records/schedules.aspx.

(b) In the event of a legal hold (such as a litigation hold or investigative hold), Department and/or City/Town may be required to retain records beyond the retention period.

4.2 The Department and City/Town shall follow the legal requirements for reporting the disposition and destruction of records to the Arizona State Library Archives, & Public Records Division under A.R.S. § 41-151.19. Certificate of Records Destruction Forms are found at: azlibrary.gov/arm/forms.

4.3 All removable media containing Tax Information must be returned to the Department or sanitized before disposal or release from the control of City/Town.

4.4 Tax Information must be destroyed by shredding or burning the materials when the retention period has been met and no legal holds are in place. Tax Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Tax Information may be performed by a third-party vendor.

City/Town must take appropriate actions to protect the Tax Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.

4.5 Computer system components and devices, such as copiers and scanners, which have been used to store or process Tax Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Tax Information can be restored or recovered.

5. Information Security

5.1 Systems containing Tax Information must be protected in accordance with the State of Arizona Policies, Standards, and Procedures that govern State data found at https://azdohs.gov/information-security-policies-standards-and-procedures, particularly Policies and Standards 8000-8410 and the Arizona NIST Security Baseline Controls.

5.2 City/Town is responsible for creating architectural diagrams of any systems connecting to the Department's systems and depicting the flow of State Tax Information. Architectural diagrams for systems connecting to the ADOR shall be shared with the ADOR and updated after any architectural changes.

5.3 Incident Reporting. City/Town is required to notify the Department in the event of a suspected or actual unauthorized disclosure of Tax Information, data loss, breach, or other security concern regarding Tax Information by reporting the incident to the Department's: 1) City Services Manager by email at citiesunit@azdor.gov, 2) Disclosure Officer by email at DisclosureOfficer@azdor.gov, and 3) Chief Information Security Officer's Information Security Team by email at InfoSec@azdor.gov.

5.4 The Department may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store, or transmit any Department data at any time to ensure that Department information is adequately protected. City/Town shall provide audit records and evidence of system and application hardening to the department's information security team upon request. Hardening evidence can include, but is not limited to: RiskSense, CIS benchmarks, SCSEMs, STIGs, or other security best practices. If City/Town hires a third-party for any system or information support, all security provisions apply.

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

City/Town must:

6.1 Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.

6.2 Authorize wireless access to the information system prior to allowing such connections.

6.3 Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

APPENDIX B

REQUIRED REPORTS AND DATA FIELDS

At a minimum, the Department of Revenue shall provide the following reports which display all of fields identified below, per report:

NEW LICENSE REPORT and **LICENSE UPDATE REPORT**

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date

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

CITY PAYMENT JOURNAL

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

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

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts
- Collections

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date

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

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

FUND DISTRIBUTION REPORT

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

FUND DISTRIBUTION SUMMARY REPORT

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

APPENDIX C

REQUIRED FORMS

1. **JT-1 Joint Tax Application for a TPT License**

   ADOR Form 10196

2. **TPT-2 Transaction Privilege, Use and Severance Tax Return (filing periods beginning on or AFTER June 1, 2016)**

   ADOR Form 11249

3. **TPT-EZ Transaction Privilege, Use and Severance Tax Return**

   ADOR Form 11263

Council-Regular Meeting **C11**

Meeting Date: 11/21/2023

To: Mayor and Council

From: Jing Luo, Water Director

Date: November 21, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-117: Relating to Water; authorizing Town staff to apply for a Drinking Water Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund 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 and then 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, 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.

On June 20, 2023, the Marana Town Council adopted Resolution No. 2023.067, authorizing Town staff to apply for the WIFA loan that is the subject of this item. However, because the amount to be considered by WIFA in this item is higher than the

previous amount in resolution 2023.067 ($7,055,000 vs. $7,179,899), WIFA has requested that the Town provide an updated resolution with the new amount.

Financial Impact:

Fiscal Year:	FY2025-2026
Budgeted Y/N:	N
Amount:	$7,179,899

There is no financial impact in FY24 as staff does not anticipate spending any of 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 $4,500,000 (62.7% of the total loan amount). 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. 2023-117.

Suggested Motion:

I move to adopt Resolution No. 2023-117, authorizing Town staff to apply for a Drinking Water Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund design and construction costs for a Marana Park emerging contaminants water treatment facility.

Attachments

Resolution No. 2023-117

MARANA RESOLUTION NO. 2023-117

RELATING TO WATER; AUTHORIZING TOWN STAFF TO APPLY FOR A DRINKING WATER REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) TO FUND 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 on June 20, 2023, the Town Council approved Marana Resolution No. 2023.067, authorizing Town staff 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, additional funding from WIFA, totaling $7,179,899.00, is now available for this project, necessitating an updated resolution authorizing the increased amount; 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 Town Council finds that it is in the Town's best interest to pursue and apply for financial assistance from WIFA in an amount not to exceed $7,179,899.00 to fund all or a portion of the design and construction costs for the Marana Park emerging contaminants 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 $7,179,899.00 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 21st day of November, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C12**

Meeting Date: 11/21/2023

To: Mayor and Council

Submitted For: Ricardo Carlos, Technology Services Director

From: Richelle Valenzuela, Executive Assistant

Date: November 21, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-118: Relating to Administration; approving the updated Electronic Communications Retention and Storage Administrative Directive and the updated Data Storage Administrative Directive for Town of Marana employees and elected and appointed officials (Ricardo Carlos)

Discussion:

On September 15, 2009, the Town Council affirmed the Town Manager's process for establishing and issuing administrative directives to address key administrative processes within the Town. The process included a provision for the Town Council to adopt by resolution certain administrative directives that should also apply to elected and appointed officials.

On March 2, 2010, the Town Council approved Marana Resolution No. 2010-23, adopting the Town's Electronic Mail Retention and Storage directive that applies to Town employees and elected and appointed officials. The directive outlines the duties and responsibilities of all Town employees and appointed and elected officials to properly store and retain records, such as e-mail messages, to comply with state and local records regulations. This update changes the name of the directive to "Electronic Communications Retention and Storage," and includes revisions that reflect new usage requirements in place with the adoption of new e-mail, calendar, office software, and collaboration applications.

On December 16, 2019, the Town Manager issued the Network Storage directive that

applies to all Town-managed systems, data storage space, and to all users of the systems and storage space. The directive outlines the duties and responsibilities of all systems and storage space users to properly use Town-managed data storage for authorized, business-related purposes. This update changes the name of the directive to "Data Storage," and includes revisions that reflect new usage requirements in place with the adoption of new e-mail, calendar, office software, and collaboration applications.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-118.

Suggested Motion:

I move to adopt Resolution No. 2023-118, approving updated Electronic Communications Retention and Storage and Data Storage administrative directives for Town of Marana employees and elected and appointed officials.

Attachments

Resolution No. 2023-118

Exhibit A - Electronic Communications AD

Exhibit B - Data Storage AD

Comparison Draft - Electronic Communications AD

Comparison Draft - Data Storage AD

MARANA RESOLUTION NO. 2023-118

RELATING TO ADMINISTRATION; APPROVING THE UPDATED ELECTRONIC COMMUNICATIONS RETENTION AND STORAGE ADMINISTRATIVE DIRECTIVE AND THE UPDATED DATA STORAGE ADMINISTRATIVE DIRECTIVE FOR TOWN OF MARANA EMPLOYEES AND ELECTED AND APPOINTED OFFICIALS

WHEREAS the Town Council has established broad guidelines and parameters regarding the administration of the Town through the Marana Town Code and other ordinances and policies; and

WHEREAS Section 3-2-1(G) of the Marana Town Code provides that the Town Manager shall be the chief administrative officer and head of the administrative branch of the Town and shall execute general administrative supervision and control of the affairs of the Town; and

WHEREAS on September 15, 2009, the Town Council by Marana Resolution No. 2009-164 approved and authorized the Town Manager to implement an administrative directive system for carrying out certain administrative functions and providing consistency in the performance of administrative tasks, in the use of Town resources and equipment, and in the implementation of the Town Code and other ordinances and policies; and

WHEREAS the administrative directive system approved by Resolution No. 2009-164 included the provision that any administrative directive relevant to the Town's elected and appointed officials would be brought before the Council for its consideration and adoption by resolution; and

WHEREAS on March 2, 2010, the Town Council approved Marana Resolution No. 2010-23, adopting the Town's Electronic Mail Retention and Storage directive that applies to Town employees and elected and appointed officials; and

WHEREAS on December 16, 2019, the Town Manager issued the Network Storage directive that applies to all Town-managed systems, data storage space, and to all users of the systems and storage space; and

WHEREAS these administrative directives now require updating to reflect new usage requirements with the recent adoption of new e-mail, calendar, office software, and collaboration applications; and

WHEREAS the Town Council finds that the adoption of a revised Electronic Communications Retention and Storage Administrative Directive and a revised Data

Storage Administrative Directive for Town of Marana employees and elected and appointed officials is in the best interests of the Town.

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

SECTION 1. The Town of Marana hereby approves the revised Electronic Communications Retention and Storage Administrative Directive for Town of Marana employees and elected and appointed officials, attached as Exhibit A and incorporated by this reference in this resolution.

SECTION 2. The Town of Marana hereby approves the revised Data Storage Administrative Directive for Town of Marana employees and elected and appointed officials, attached as Exhibit B and incorporated by this reference in this resolution.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to implement the Electronic Communications Retention and Storage Administrative Directive and the Data Storage Administrative Directive described respectively in Exhibits A and B.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of November, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA AZ

ADMINISTRATIVE DIRECTIVE

Title: Electronic Communications Retention & Storage
Issuing Department: Technology Services
Effective Date: November 21, 2023
Reviewed: Town Clerk, Legal, Technology Services
Approved: Terry S. Rozema, Town Manager
Type of Action: Revision

1.0 PURPOSE

Communication through electronic means is an essential part of communicating in today's world. Electronic communication and information management tools are being used by nearly every employee at the Town of Marana. This Administrative Directive sets forth the Town of Marana's polices governing the use and storage of electronic communications.

2.0 DEPARTMENTS AFFECTED

All Town of Marana departments, employees and appointed and elected officials.

3.0 REFERENCES

3.1 A.R.S. §§ 41-151.14 – 41-151.23: State and local public records management

3.2 A.R.S. § 38-421: Stealing, destroying, altering or secreting public record

3.3 A.R.S. §§ 39-121 *et seq*: Public records law

3.4 A.R.S. § 38-431 *et seq*: Open meeting law

3.5 Town of Marana Personnel Policies and Procedures, Policy 5-4: Use of communications systems and equipment

3.6 Town of Marana Personnel Policies and Procedures, Policy 1-2: Code of Ethics

3.7 Town of Marana Administrative Directive: Public Records Request Procedures

3.8 Town of Marana Administrative Directive: Litigation/Legal Holds

4.0 DEFINITIONS

4.1 Backup: E-mail mailbox data copies created on a daily basis for the purpose of disaster recovery.

4.2 Electronic Communication: Electronic mail (e-mail), electronic calendars, instant messaging, text and short message service (SMS) messaging, social media posts or messaging, chat features found in online or software applications and similar means of communication. Electronic communication includes all contextual information, metadata, attachments and linked items accompanying the electronic communication, such as audio files, video files, photos, documents or other text-based files, embedded objects or information, images and hyperlinks. Electronic communication does not refer to Voice-over Internet Protocol (VoIP), telephone communications, telephonic voicemail, video conferencing or video telephony.

4.3 Non-Records: Messages that do not meet the statutory definition of a record as defined in A.R.S. § 41-1350. Destruction of non-record electronic messages does not need to be reported on a Report/Certificate of Records Destruction form.

4.4 Records: Messages that are considered to be official records as defined in A.R.S. § 41-1350. Official records include any document or piece of information, regardless of its physical or digital format, created or received by the town in the course of normal business operations that provides evidence of organizational processes, policies, functions, decisions or any other government activity that uses public funds. Official records may require short-term storage, long-term storage or a combination of both.

5.0 POLICIES AND PROCEDURES

5.1 Retention and Disposition of Electronic Communications as Public Records. Retention and disposition of public records is determined by the Arizona State Library, Archives and Public Records, Records Management Division, in accordance with Arizona state statutes. A record's retention schedule is based upon the legal, administrative, historical, fiscal or informational value of the record, not on the format of the record.

5.1.1 "Electronic communication" refers to the format of the record, not its content or value. Thus, electronic communications cannot be assigned blanket retention periods because they are not a type of record or record series. Rather, the value – and therefore the retention period – of an electronic message is determined by its content.

5.1.1.1 For example, an electronic communication (such as an e-mail or instant message) whose content solely concerns the scheduling of an upcoming meeting likely would not be considered an official record as defined by A.R.S. § 41-1350. On the other hand, a citizen complaint attached to an e-mail would be an electronic communication considered to be an official record and therefore would be subject to records retention and disposition requirements.

5.2 Employee Expectations.

It is the responsibility of every town official and employee to retain any electronic communication, depending on its nature and content, as required by the public records retention and disposition schedules. Town officials and employees must retain record electronic communications, to the greatest extent possible, in a way that preserves all

contextual information, metadata, attachments and links associated with the electronic communication; and the communication must be stored together with all contextual information, metadata, attachments and links for chain of custody purposes. Department records coordinators and the Town Clerk's Office, in conjunction with the Technology Services Department, are available to assist with the establishment and maintenance of appropriate record storage locations for electronic communications.

5.3 Department Expectations.

Each town department shall appoint a records coordinator who will work with the Town Clerk's Office and his or her respective department head to ensure proper management and disposal of records, including compliance with this directive. Records retention and disposition schedules that apply to town records are available from designated department records coordinators, the Town Clerk's Office and online at the Arizona State Library's website.

5.3.1 Electronic communications considered to be official records must be maintained and destroyed in the same manner as a paper record. Retention and destruction shall be performed according to the corresponding record series on either a department's custom Retention Schedule or the State's General Schedule. For questions regarding records retention, please contact the appropriate department records coordinator or the Town Clerk's Office.

5.4 Short-Term Retention of Record Electronic Communications.

For records management purposes, many of the town's electronic communications are short communications that function much like phone calls and are considered to be non-records. For the sake of administrative convenience, e-mails with a retention period of 120 days or less will be maintained in the town's primary e-mail system. At the end of 120 days, all messages will be permanently deleted. It is the responsibility of each individual employee and appointed or elected official to ensure that any record e-mail messages that must be retained beyond 120 days and are in the employee's e-mail application, including in the employee's inbox or in any subfolders, are moved to proper storage locations before the end of the 120-day period.

5.4.1 It is also the responsibility of each individual employee and appointed or elected official to ensure that any other forms of record electronic communication required to comply with retention and disposition schedules are moved to proper storage locations as soon as practicable after their origination or, at a minimum, prior to their deletion from the device, webpage or software application they originate on.

5.4.2 Should any existing electronic communication of an employee or appointed or elected official become the subject of a litigation hold, the communication, together with all contextual information, metadata, attachments and links associated with the communication, must be preserved and retained even if the communication does not qualify as an official record under A.R.S. § 41-1350. Such preservation and retention must continue until the litigation hold is lifted, or, if the communication qualifies as an official record, until the end of the appointed records retention schedule. Preservation and retention pursuant to a litigation hold will be initiated by and coordinated with the Legal Department.

5.5 Long-Term Retention of Record Electronic Communications

Electronic communications requiring long-term retention must be maintained in proper storage locations to ensure compliance with state records retention and disposition requirements. Please contact the appropriate department records coordinator or the Town Clerk's Office for assistance in establishing and maintaining storage locations for electronic communications. Additionally, Technology Services staff will work with individual departments to identify a technology solution when a department requires a shared storage location for electronic communications to minimize duplication of electronic communications storage within departments.

5.5.1 In addition to other methods of electronic communications storage, e-mail messages requiring long-term retention (more than 120 days) may be maintained in archive folders by those employees given access to archive folders for the town's archival e-mail system.

5.5.2 Only department heads, assistant/deputy department heads, management staff and project management staff will be permitted to maintain long-term archive folders upon request with a valid business justification.

5.5.3 Employees who are not department heads or management-level staff but believe they need longer term storage capability for electronic communications should notify their direct supervisor to determine whether they also require long-term archive folders or other technology solutions for long-term storage. The employee shall complete an electronic communications records long-term storage request form, which must be signed by the employee's supervisor and department head/deputy director. The form will then be forwarded to the Town Clerk's Office and Technology Services for approval. For Development Services staff, the records long-term storage request form will be forwarded to the Development Services Records Manager and Technology Services for approval.

5.6 Public Records Requests

Any electronic communications may be subject to the public records law (A.R.S. §§ 39-121 et seq) and to public disclosure. In accordance with Policy 5-4 of the Town of Marana Personnel Policies and Procedures, employees should have no expectation of privacy regarding the use of the town's systems and equipment or the transmission, receipt or storage of information in these systems or equipment.

5.7 Backup

The Town of Marana creates "backup" records of e-mail and calendar records on a daily basis. Backups that encompass other electronic communications, such as the instant messaging function found in the Microsoft 365 application, are also created by the town. The primary purpose of creating these backups is for disaster recovery in the case of system failure, not for purposes of public records retention. The backups are retained for the limited period of time required by law for backup data.

6.0 RESPONSIBILITIES

6.1 All employees and appointed and elected officials are responsible for understanding the procedures as outlined in this directive and all other applicable town policies and procedures regarding the use of electronic communications.

6.2 It is the responsibility of every town official and employee to retain any electronic communication, depending on its nature and content, as required by the public records retention and disposition schedules.

6.3 Department records coordinators and the Town Clerk’s Office, in conjunction with the Technology Services Department, are available to assist with the establishment and maintenance of appropriate record storage locations for electronic communications.

6.4 All employees and appointed and elected officials are responsible for using electronic communications systems responsibly in the interest and furtherance of the public's business.

6.5 Technology Services and the Town Clerk’s Office will ensure proper training for new employees and on-going training for existing employees on a regular basis.

7.0 ATTACHMENTS

Electronic Communications Records Long-Term Storage Request Form

REVISION HISTORY

	DESCRIPTION OF CHANGE	*DATE*
OR	Original Release	11/15/2010 (Resolution No. 2010-23)
REV	Revision	11/21/2023 (Resolution No. 2023-118)

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ADMINISTRATIVE DIRECTIVE

Title:	Data Storage
Issuing Department:	Technology Services
Effective Date:	November 21, 2023
Approved:	Terry Rozema, Town Manager
Type of Action:	Revision

1.0 PURPOSE

The Town of Marana has established a data storage usage policy in order to preserve the finite amount of data storage space available on Town-managed systems. This policy is designed to curtail the increasing use of Town-managed data storage space for unauthorized, non-business-related files.

2.0 DEPARTMENTS AFFECTED

This directive applies to all Town of Marana managed systems and data storage space and to all users of the systems and data storage space.

3.0 REFERENCES

3.1 Town of Marana Personnel Policies and Procedures, Policy 5-4: Use of communications systems and equipment

3.2 Town of Marana Administrative Directive: Network Access & Security

3.3 Town of Marana Administrative Directive: Electronic Communications Retention & Storage

4.0 DEFINITIONS

4.1 Business network or network: Unless the context indicates otherwise, computing network owned and maintained by the Town of Marana for the purposes of conducting Town business including electronic correspondence and data storage, transfer and retrieval.

4.2 Network storage: A computer system that is used as the central repository of data and various programs that are shared by users in a network.

4.3 Local storage: A hard drive directly attached to a computer, laptop, or tablet. This is most often the C: drive on a computer running a Windows operating system.

4.4 External storage: A hard drive or flash drive that is not directly attached to a computer, laptop, or tablet but may be attached for the purposes of storing data.

4.5 Cloud storage: A model in which data is stored on remote servers accessed from the Internet, or "cloud." It is maintained, operated and managed by a cloud storage service provider.

5.0 POLICIES AND PROCEDURES

5.1 General

5.1.1 Files that directly pertain to the business of the Town may be saved on Town network storage. These include most business files created using Technology Services Department-approved and installed software.

5.1.2 The Technology Services Department regularly backs up network storage. It is the responsibility of employees to ensure that files are copied to network storage. The Technology Services Department is not responsible for recovering files not on network storage.

5.2 Prohibited Storage

5.2.1 Employees are prohibited from saving non-business-related files and any other employee-installed software not approved by the Technology Services Department on the Town's network or local storage. Prohibited files include, but are not limited to, MP3s, personal image files, and games.

5.2.2 Employees are prohibited from storing any Town-related files on cloud storage for longer than the applicable records retention period. Approved cloud storage is permitted only for the purposes of accessing files outside of the Town business network for business related purposes and temporarily sharing files with other Town employees and with individuals or organization outside of the Town.

5.2.3 The Technology Services Department will attempt to block the storage of all non-business related files. If Technology Services Department personnel detect prohibited files on Town-managed data storage, the responsible employee will be directed to remove them immediately.

5.2.4 The Town reserves the right to suspend or remove an employee from Town-managed data storage usage if illegal or copyrighted files are stored in these locations.

5.3 Individual Shares. Each employee will be allotted a finite amount of cloud storage space for individual shares. Some employees will be granted more space if demanded by their job function. Requests for more cloud storage space must be made to the Technology Services Help Desk.

5.4 Department Shares. Each department will be allocated a finite amount of shared cloud storage space where files appropriate to their department may be stored. These shares may be substantially larger than individual storage quota limits, with space being allocated based on department need. Files specific to a department, and not an individual, should reside on department shares. Like individual shares, department shares will have initial quotas. These quotas may be increased via a request to the Technology Services Help Desk.

5.5 Managing Storage. The Technology Services Department will send alerts to all employees who are close to exceeding their cloud storage space quota. If an employee exceeds his or

her cloud storage space quota, the employee will be unable to save files until sufficient allocated space is freed in order to accommodate them. If an employee needs support in freeing storage space, he or she may contact the Technology Services Help Desk.

5.5.1 Employees should set aside time on a regular basis to ensure that they remain within their cloud storage space quota by identifying, removing, and archiving items that are:

5.5.1.1 Outdated, such as preliminary draft versions of current documents

5.5.1.2 Out-of-use or orphaned files

5.5.1.3 Duplicated files

5.5.1.4 Non-business related or non-critical files

5.5.1.5 Files that have surpassed the applicable record retention period

6.0 RESPONSIBILITIES

6.1 It is the responsibility of every employee to ensure that they use their data storage space allocation wisely.

6.2 The Technology Services Department is responsible for overall management of the Town's data storage and for assisting employees who need a larger data storage space allocation or require support in managing their space allocation.

7.0 ATTACHMENTS

Reserved

REVISION HISTORY

	DESCRIPTION OF CHANGE	*DATE*
OR	Original Release	12/16/2019
REV	Revision	11/21/2023 (Resolution No. 2023-118)

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MARANA AZ

ADMINISTRATIVE DIRECTIVE

Title: Electronic Communications Retention & Storage

Issuing Department: Technology Services
Effective Date: November 21, 2023
Reviewed: Town Clerk, Legal, Technology Services
Approved: Terry S. Rozema, Town Manager
Type of Action: Revision

1.0 PURPOSE

Communication through electronic means is an essential part of communicating in today's world. Electronic communication and information management tools are being used by nearly every employee at the Town of Marana. This Administrative Directive sets forth the Town of Marana's polices governing the use and storage of electronic communications.

2.0 DEPARTMENTS AFFECTED

All Town of Marana departments, employees and appointed and elected officials.

3.0 REFERENCES

3.1 A.R.S. §§ 41-151.14 – 41-151.23: State and local public records management

3.2 A.R.S. § 38-421: Stealing, destroying, altering or secreting public record

3.3 A.R.S. §§ 39-121 *et seq*: Public records law

3.4 A.R.S. § 38-431 *et seq*: Open meeting law

3.5 Town of Marana Personnel Policies and Procedures, Policy 5-4: Use of communications systems and equipment

3.6 Town of Marana Personnel Policies and Procedures, Policy 1-2: Code of Ethics

3.7 Town of Marana Administrative Directive: Public Records Request Procedures

3.8 Town of Marana Administrative Directive: Litigation/Legal Holds

4.0 DEFINITIONS

4.1 Backup: E-mail mailbox data copies created on a daily basis for the purpose of disaster recovery.

4.2 Electronic Communication: Electronic mail (e-mail), electronic calendars, instant messaging, text and short message service (SMS) messaging, social media posts or messaging, chat features found in online or software applications and similar means of communication. Electronic communication includes all contextual information, metadata, attachments and linked items accompanying the electronic communication, such as audio files, video files, photos, documents or other text-based files, embedded objects or information, images and hyperlinks. Electronic communication does not refer to Voice-over Internet Protocol (VoIP), telephone communications, telephonic voicemail, video conferencing or video telephony.

4.3 Non-Records: Messages that do not meet the statutory definition of a record as defined in A.R.S. § 41-1350. Destruction of non-record electronic messages does not need to be reported on a Report/Certificate of Records Destruction form.

4.4 Records: Messages that are considered to be official records as defined in A.R.S. § 41-1350. Official records include any document or piece of information, regardless of its physical or digital format, created or received by the town in the course of normal business operations that provides evidence of organizational processes, policies, functions, decisions or any other government activity that uses public funds. Official records may require short-term storage, long-term storage or a combination of both.

5.0 POLICIES AND PROCEDURES

5.1 Retention and Disposition of Electronic Communications as Public Records. Retention and disposition of public records is determined by the Arizona State Library, Archives and Public Records, Records Management Division, in accordance with Arizona state statutes. A record's retention schedule is based upon the legal, administrative, historical, fiscal or informational value of the record, not on the format of the record.

5.1.1 "Electronic communication" refers to the format of the record, not its content or value. Thus, electronic communications cannot be assigned blanket retention periods because they are not a type of record or record series. Rather, the value – and therefore the retention period – of an electronic message is determined by its content.

5.1.1.1 For example, an electronic communication (such as an e-mail or instant message) whose content solely concerns the scheduling of an upcoming meeting likely would not be considered an official record as defined by A.R.S. § 41-1350. On the other hand, a citizen complaint attached to an e-mail would be an electronic communication considered to be an official record and therefore would be subject to records retention and disposition requirements.

5.2 Employee Expectations.
It is the responsibility of every town official and employee to retain any electronic communication, depending on its nature and content, as required by the public records retention and disposition schedules. Town officials and employees must retain record electronic communications, to the greatest extent possible, in a way that preserves all

contextual information, metadata, attachments and links associated with the electronic communication; and the communication must be stored together with all contextual information, metadata, attachments and links for chain of custody purposes. Department records coordinators and the Town Clerk's Office, in conjunction with the Technology Services Department, are available to assist with the establishment and maintenance of appropriate record storage locations for electronic communications.

5.3 Department Expectations.

Each town department shall appoint a records coordinator who will work with the Town Clerk's Office and his or her respective department head to ensure proper management and disposal of records, including compliance with this directive. Records retention and disposition schedules that apply to town records are available from designated department records coordinators, the Town Clerk's Office and online at the Arizona State Library's website.

5.3.1 Electronic communications considered to be official records must be maintained and destroyed in the same manner as a paper record. Retention and destruction shall be performed according to the corresponding record series on either a department's custom Retention Schedule or the State's General Schedule. For questions regarding records retention, please contact the appropriate department records coordinator or the Town Clerk's Office.

5.4 Short-Term Retention of Record Electronic Communications.

For records management purposes, many of the town's electronic communications are short communications that function much like phone calls and are considered to be non-records. For the sake of administrative convenience, e-mails with a retention period of 120 days or less will be maintained in the town's primary e-mail system. At the end of 120 days, all messages will be permanently deleted. It is the responsibility of each individual employee and appointed or elected official to ensure that any record e-mail messages that must be retained beyond 120 days and are in the employee's e-mail application, including in the employee's inbox or in any subfolders, are moved to proper storage locations before the end of the 120-day period.

5.4.1 It is also the responsibility of each individual employee and appointed or elected official to ensure that any other forms of record electronic communication required to comply with retention and disposition schedules are moved to proper storage locations as soon as practicable after their origination or, at a minimum, prior to their deletion from the device, webpage or software application they originate on.

5.4.2 Should any existing electronic communication of an employee or appointed or elected official become the subject of a litigation hold, the communication, together with all contextual information, metadata, attachments and links associated with the communication, must be preserved and retained even if the communication does not qualify as an official record under A.R.S. § 41-1350. Such preservation and retention must continue until the litigation hold is lifted, or, if the communication qualifies as an official record, until the end of the appointed records retention schedule. Preservation and retention pursuant to a litigation hold will be initiated by and coordinated with the Legal Department.

5.5 Long-Term Retention of Record Electronic Communications

Electronic communications requiring long-term retention must be maintained in proper storage locations to ensure compliance with state records retention and disposition requirements. Please contact the appropriate department records coordinator or the Town Clerk's Office for assistance in establishing and maintaining storage locations for electronic communications. Additionally, Technology Services staff will work with individual departments to identify a technology solution when a department requires a shared storage location for electronic communications to minimize duplication of electronic communications storage within departments.

5.5.1 In addition to other methods of electronic communications storage, e-mail messages requiring long-term retention (more than 120 days) may be maintained in archive folders by those employees given access to archive folders for the town's archival e-mail system.

5.5.2 Only department heads, assistant/deputy department heads, management staff and project management staff will be permitted to maintain long-term archive folders upon request with a valid business justification.

5.5.3 Employees who are not department heads or management-level staff but believe they need longer term storage capability for electronic communications should notify their direct supervisor to determine whether they also require long-term archive folders or other technology solutions for long-term storage. The employee shall complete an electronic communications records long-term storage request form, which must be signed by the employee's supervisor and department head/deputy director. The form will then be forwarded to the Town Clerk's Office and Technology Services for approval. For Development Services staff, the records long-term storage request form will be forwarded to the Development Services Records Manager and Technology Services for approval.

5.6 Public Records Requests

Any electronic communications may be subject to the public records law (A.R.S. §§ 39-121 et seq) and to public disclosure. In accordance with Policy 5-4 of the Town of Marana Personnel Policies and Procedures, employees should have no expectation of privacy regarding the use of the town's systems and equipment or the transmission, receipt or storage of information in these systems or equipment.

5.7 Backup

The Town of Marana creates "backup" records of e-mail and calendar records on a daily basis. Backups that encompass other electronic communications, such as the instant messaging function found in the Microsoft 365 application, are also created by the town. The primary purpose of creating these backups is for disaster recovery in the case of system failure, not for purposes of public records retention. The backups are retained for the limited period of time required by law for backup data.

6.0 RESPONSIBILITIES

6.1 All employees and appointed and elected officials are responsible for understanding the procedures as outlined in this directive and all other applicable town policies and procedures regarding the use of electronic communications.

6.2 It is the responsibility of every town official and employee to retain any electronic communication, depending on its nature and content, as required by the public records retention and disposition schedules.

6.3 Department records coordinators and the Town Clerk's Office, in conjunction with the Technology Services Department, are available to assist with the establishment and maintenance of appropriate record storage locations for electronic communications.

6.4 All employees and appointed and elected officials are responsible for using electronic communications systems responsibly in the interest and furtherance of the public's business.

6.5 Technology Services and the Town Clerk's Office will ensure proper training for new employees and on-going training for existing employees on a regular basis.

7.0 ATTACHMENTS

Electronic Communications Records Long-Term Storage Request Form

REVISION HISTORY

	DESCRIPTION OF CHANGE	*DATE*
OR	Original Release	11/15/2010
REV	Revision	11/21/2023

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ADMINISTRATIVE DIRECTIVE

Title:	Data Storage
Issuing Department:	Technology Services
Effective Date:	November 21, 2023
Approved:	Terry Rozema, Town Manager
Type of Action:	Revision

1.0 PURPOSE

The Town of Marana has established a data storage usage policy in order to preserve the finite amount of data storage space available on Town-managed systems. This policy is designed to curtail the increasing use of Town-managed data storage space for unauthorized, non-business-related files.

2.0 DEPARTMENTS AFFECTED

This directive applies to all Town of Marana managed systems and data storage space and to all users of the systems and data storage space.

3.0 REFERENCES

3.1 Town of Marana Personnel Policies and Procedures, Policy 5-4: Use of communications systems and equipment

3.2 Town of Marana Administrative Directive: Network Access & Security

3.3 Town of Marana Administrative Directive: Electronic Communications Retention & Storage

4.0 DEFINITIONS

4.1 Business network or network: Unless the context indicates otherwise, computing network owned and maintained by the Town of Marana for the purposes of conducting Town business including electronic correspondence and data storage, transfer and retrieval.

4.2 Network storage: A computer system that is used as the central repository of data and various programs that are shared by users in a network.

4.3 Local storage: A hard drive directly attached to a computer, laptop, or tablet. This is most often the C: drive on a computer running a Windows operating system.

4.4 External storage: A hard drive or flash drive that is not directly attached to a computer, laptop, or tablet but may be attached for the purposes of storing data.

4.5 Cloud storage: A model in which data is stored on remote servers accessed from the Internet, or "cloud." It is maintained, operated and managed by a cloud storage service provider.

5.0 POLICIES AND PROCEDURES

5.1 General

5.1.1 Files that directly pertain to the business of the Town may be saved on Town network storage. These include most business files created using Technology Services Department-approved and installed software.

5.1.2 The Technology Services Department regularly backs up network storage. It is the responsibility of employees to ensure that files are copied to network storage. The Technology Services Department is not responsible for recovering files not on network storage.

5.2 Prohibited Storage

5.2.1 Employees are prohibited from saving non-business-related files and any other employee-installed software not approved by the Technology Services Department on the Town's network or local storage. Prohibited files include, but are not limited to, MP3s, personal image files, and games.

5.2.2 Employees are prohibited from storing any Town-related files on cloud storage for longer than the applicable records retention period. Approved cloud storage is permitted only for the purposes of accessing files outside of the Town business network for business related purposes and temporarily sharing files with other Town employees and with individuals or organization outside of the Town.

5.2.3 The Technology Services Department will attempt to block the storage of all non-business related files. If Technology Services Department personnel detect prohibited files on Town-managed data storage, the responsible employee will be directed to remove them immediately.

5.2.4 The Town reserves the right to suspend or remove an employee from Town-managed data storage usage if illegal or copyrighted files are stored in these locations.

5.3 Individual Shares. Each employee will be allotted a finite amount of cloud storage space for individual shares. Some employees will be granted more space if demanded by their job function. Requests for more cloud storage space must be made to the Technology Services Help Desk.

5.4 Department Shares. Each department will be allocated a finite amount of shared cloud storage space where files appropriate to their department may be stored. These shares may be substantially larger than individual storage quota limits, with space being allocated based on department need. Files specific to a department, and not an individual, should reside on department shares. Like individual shares, department shares will have initial quotas. These quotas may be increased via a request to the Technology Services Help Desk.

5.5 Managing Storage. The Technology Services Department will send alerts to all employees who are close to exceeding their cloud storage space quota. If an employee exceeds his or

her cloud storage space quota, the employee will be unable to save files until sufficient allocated space is freed in order to accommodate them. If an employee needs support in freeing storage space, he or she may contact the Technology Services Help Desk.

5.5.1 Employees should set aside time on a regular basis to ensure that they remain within their cloud storage space quota by identifying, removing, and archiving items that are:

5.5.1.1 Outdated, such as preliminary draft versions of current documents

5.5.1.2 Out-of-use or orphaned files

5.5.1.3 Duplicated files

5.5.1.4 Non-business related or non-critical files

5.5.1.5 Files that have surpassed the applicable record retention period

6.0 RESPONSIBILITIES

6.1 It is the responsibility of every employee to ensure that they use their data storage space allocation wisely.

6.2 The Technology Services Department is responsible for overall management of the Town's data storage and for assisting employees who need a larger data storage space allocation or require support in managing their space allocation.

7.0 ATTACHMENTS

Reserved

REVISION HISTORY

	DESCRIPTION OF CHANGE	*DATE*
OR	Original Release	12/16/2019
REV	Revision	11/21/2023

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Council-Regular Meeting **C13**

Meeting Date: 11/21/2023

To: Mayor and Council

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

Date: November 21, 2023

Subject: Approval of Amended Summary Meeting Minutes of October 3, 2023 (David L. Udall)

Attachments

Amended Summary Meeting Minutes, 10/3/2023

MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 3, 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

***AMENDED* SUMMARY MINUTES**
(Additions in the Adjournment and Certification sections below are denoted with double underlining and deletions are denoted with strikeouts.)

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:00 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

PR1 Proclamation Recognizing October 8 - 13, 2023, as Fire Prevention Week (David L. Udall)

Town Clerk/Assistant Town Attorney David Udall read the proclamation as **Mayor Honea** presented it to its recipient.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Ziegler thanked Parks and Recreation Department staff for putting together the Crossroads Dog Park reopening event.

Mayor Honea said he visited the Marana Pumpkin Patch and highlighted its opening day on October 7, 2023. He said he and other Council Members also attended the ribbon cutting for the new Fry's store that will be constructed in Gladden Farms. He also attended a Community Christian Church of Marana food bank opening event, a Pima Association of Governments (PAG)/Regional Transportation Authority (RTA) meeting, and the Sahuarita State of the Town event. **Mayor Honea** also said he was starting a new podcast.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said there were 91 total single-family residence permits issued for the month of September. He said that last September, there were a total of 38 issued. He also highlighted an upcoming Concerts in the Courtyard Event taking place on October 19, the Community Center and Aquatics Facility groundbreaking event being held on October 20, and the Marana Fall Festival taking place on October 21.

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2023.034: Relating to Finance; retroactively waiving the Park Rental Bundle fee for the October 1, 2023 Paws and Patches fundraising event (David L. Udall)

C2 Ordinance No. 2023.035: Relating to Finance; retroactively waiving the Park Rental Bundle fee for an event held by HM3 Advocate, Inc. on August 5, 2023; and waiving the Park Rental Bundle fee for an event to be held by HM3 Advocate, Inc. in the Fall of 2023 (Wayne Barnett)

C3 Approval of Special Council Meeting Summary Minutes of September 12, 2023 and Regular Council Meeting Summary Minutes of September 19, 2023 (David L. Udall)

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

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #006 Bar liquor license submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742 (David L. Udall)

Mr. Udall informed the Council that Items L1 and L2 both involved series #006 Bar liquor license applications for the My Place Hotel in Marana. He explained that the series #006 liquor license is a quota license available through the State's Liquor License Lottery process, and that under state law, an applicant can apply for more than one available license under each quota-related series in the applicable County. He explained that in Pima County, eight series #006 liquor licenses were made available through the lottery system for the year 2023 and that My Place Hotel had submitted two applications for series #006 licenses.

Mr. Udall said that the Department of Liquor and the Town would process both licenses, and that the State may grant one of the licenses at the end of the lottery process. Town staff reviewed both applications, and both were posted for the required 20-day period. He said Town staff recommended an order of approval be submitted for both liquor license applications.

Vice Mayor Post moved to approve and submit to the Arizona Department of Liquor License and Control an order recommending approval of an application for a new series #006 Bar liquor license submitted by Andrea Dahlman Lewkowitz on behalf of My Place

Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742. Council Member Comerford ***seconded the motion. Motion passed, 6-0.***

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #006 Bar liquor license submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742 (David L. Udall)

Vice Mayor Post moved to approve and submit to the Arizona Department of Liquor License and Control an order recommending approval of an application for a new series #006 Bar liquor license submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742. Council Member Comerford seconded the motion. Motion passed, 6-0.

[Vice Mayor Post left the meeting at 6:15 PM.]

BOARDS, COMMISSIONS and COMMITTEES

COUNCIL ACTION

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)

Development Services Director Jason 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.

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).

Mayor Honea asked for future agenda items. There were no future agenda items.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Council Member Ziegler moved to adjourn the meeting. Council Member Comerford seconded the motion. Motion passed, ~~6~~ 5-0. Meeting adjourned at 6:23 PM.

CERTIFICATION

I hereby certify that the foregoing, as amended, are the true and correct minutes of the regular Town Council meeting held on October 3, 2023. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

Council-Regular Meeting **C14**

Meeting Date: 11/21/2023

To: Mayor and Council

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

Date: November 21, 2023

Subject: Approval of Regular Council Meeting Summary Minutes of October 17, 2023 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 10/17/2023

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 17, 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 6:00 PM and directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE: Led by **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. Council Member Officer seconded the motion. Motion passed, 7-0.

DRAFT

CALL TO THE PUBLIC

Mr. David Morales addressed the Council. He thanked members of the Council for their assistance with getting a pod on site at DAV Chapter 4. **Mr. Morales** informed the Council the DAV has been asked to move and requested financial assistance.

PROCLAMATIONS

PR1 Proclamation Recognizing November 6, 2023, as Color the World Orange Day (David L. Udall)

Mayor Honea will be delivering the proclamation to its recipient.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Craig highlighted that she learned at a Southern Arizona Water Users Association event that the Supreme Court ruled that only waterways with continuous water flow will qualify for federal protection. She expressed concern that Arizona washes and rivers will lose protection as a result, which could cause increased flooding and damage to wildlife corridors.

Council Member Ziegler said she attended the Gladden Farms Dog Park opening and thanked the Parks and Recreation and Community and Neighborhood Services Departments.

Mayor Honea also complemented the Gladden Farms dog park. He said **Senator Justine Wadsack** has been working diligently to change regulations that will help Marana related to water resources.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manger Terry Rozema said the Town issued 60 single-family residential permits so far in October. Last October, there were 38 total permits issued. He also highlighted several upcoming Town events, including the Community and Aquatic Center groundbreaking taking place on October 20, 2023.

PRESENTATIONS

DRAFT

CONSENT AGENDA

C1 Ordinance No. 2023.036: Relating to Administration; amending Town Code Title 3 (Administration), Chapter 3-1 (Officers and Employees); revising Section 3-1-3 (Position status) to revise the maximum employment time for short-term temporary positions; and designating an effective date (Curry C. Hale)

C2 Resolution No. 2023-100: Relating to Addressing; renaming a street located in the Moonlight Canyon at Saguaro Ranch 2 subdivision generally located southwest of the intersection of Conrads Way and Old Ranch House Road (Austin Shreffler)

C3 Resolution No. 2023-101: Relating to Administration; approving and authorizing the Finance and Purchasing Director to execute a Deed of Gift donating computer docking stations to the Los Angeles Sheriff's Department (Yiannis Kalaitzidis)

C4 Resolution No. 2023-102: Relating to Personnel; Approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Policy 3-1 "Position Status" and Policy 3-4 "Payroll Procedures," multiple policy revisions to Chapter 4 - Employment Benefits and Leaves, and revising Chapter 8 - Termination of Employment, Policy 8-2 "Exit Process" and Policy 3-4 "Re-employment" (Curry C. Hale)

C5 Resolution No. 2023-103: Relating to Utilities; approving and authorizing the Mayor to sign an amendment to the Intergovernmental Agreement, effective December 1, 2023, between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services (Jing Luo)

C6 Approval of Regular Council Meeting Summary Minutes of October 3, 2023 (David L. Udall)

Council Member Ziegler moved to approve the consent agenda. Council Member Kai seconded the motion. Motion passed, 7-0.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Minh Van Pham on behalf of Newton Pho, located at 5730 West Cortaro Farms Road, Tucson, Arizona 85742 (David L. Udall)

DRAFT

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

Council Member Kai moved to approve and submit to the Arizona Department of Liquor License and Control an order recommending approval of an application for a new series #012 Restaurant liquor license submitted by Minh Van Pham on behalf of Newton Pho, located at 5730 West Cortaro Farms Road, Tucson, Arizona 85742. Vice Mayor Post seconded the motion. Motion passed, 7-0.

BOARDS, COMMISSIONS and COMMITTEES

COUNCIL ACTION

A1 Ordinance No. 2023.037: Relating to Animal Control; amending Marana Town Code Title 6 (Animal Control); adding new chapter 6-10 "Pet Stores" to regulate pet stores by establishing requirements and authorizing enforcement; and designating an effective date

Resolution No. 2023-104: Relating to Animal Control; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2023.037 to Marana Town Code Title 6 (Animal Control); adding new chapter 6-10 "Pet Stores" to regulate pet stores by establishing requirements and authorizing enforcement (Luke Fischer)

Mr. Luke Fischer presented on this item. M**r. Fischer** explained that the purpose of this ordinance was to codify current Town policies related to pet stores and to mirror state law for Town enforcement purposes. He went over some of the highlights of the proposed ordinance, including the addition of: a requirement that initial vet inspections be completed for animals pet stores purchase from pet dealers; a requirement that an information statement be provided to consumers; record keeping requirements; animal cage regulations; and a requirement that pet stores purchase animals through licensed dealers.

Council Member Ziegler moved to adopt Ordinance No. 2023.037 and Resolution No. 2023-104. Council Member Comerford seconded the motion. Motion passed, 7-0.

A2 Ordinance No. 2023.038: Relating to Animal Control; amending Marana Town Code Title 6 (Animal Control); revising section 6-1-1 (Definitions) to add new definition for dog park; revising section 6-4-1(C)(4) (Dogs at large prohibited; exceptions; classification) to revise dog park exception; adding section 6-4-4 (Dog park regulations)

to add dog park regulations; and revising section 6-7-2 (Evaluation of animals) to add exception to vicious, aggressive or destructive animal evaluation or investigation in dog parks; and designating an effective date

Resolution No. 2023-105: Relating to Animal Control; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2023.038, revisions to Marana Town Code Title 6 (Animal Control); revising section 6-1-1 (Definitions) to add new definition of dog park; revising section 6-4-1(C)(4) (Dogs at large prohibited; exceptions; classification) to revise dog park exception; adding section 6-4-4 (Dog park regulations) to add dog park regulations; and revising section 6-7-2 (Evaluation of animals) to add exception to vicious, aggressive or destructive animal evaluation or investigation in dog parks (Lisa Shafer)

Community and Neighborhood Services Director Lisa Shafer presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Ms. Shafer** informed the Council that the proposed ordinance is designed to codify what the Town is already doing in practice. The ordinance adds a definition of "dog park" to Title 6 of the Town Code and adds associated regulations. During her presentation, **Ms. Shafer** noted that the resolution associated with the ordinance was subsequently revised after the agenda materials were posted, and she recommended that the Council adopt the revised resolution instead of the one originally posted. Please see the presentation slides for details regarding the regulations and the minor revision.

Council Member Officer recommended that the signs be posted inside the dog parks instead of just outside. **Ms. Shafer** said Town staff would take note of that.

Vice Mayor Post moved to adopt Ordinance No. 2023.038 and Resolution No. 2023-105, as revised. Council Member Ziegler seconded the motion. Motion passed, 7-0.

A3 Ordinance No. 2023.039: Relating to Parks and Recreation; revising Marana Town Code Title 13 (Parks & Recreation), chapter 13-1 (Parks and recreation regulations); section 13-1-1 (Domestic animals and pets) to refer to dog park definition and regulation in Title 6 (Animal Control); and designating an effective date (Lisa Shafer)

Ms. Shafer informed the Council that this ordinance would amend Title 13 in order to reference the new dog park regulations adopted under Item A2.

Council Member Kai moved to adopt Ordinance No. 2023.039. Council Member Ziegler seconded the motion. Motion passed, 7-0.

A4 Resolution No. 2023-106: Relating to Development; amending the infrastructure improvements plan supporting development impact fees for parks and recreation facilities by shifting the anticipated development impact fee funding among certain projects and by reducing the cost provided for the Twin Peaks District Park Land Acquisition and Phase 1 Development Project and for the New Competition Swimming Pool (50 Meter) Project without changing the amount of the parks impact fees or level of service; authorizing the transfer of up to $693,302.00 in budgeted expense authority in the fiscal year 2023-2024 budget to the Santa Cruz Shared Use Path at Cal Portland Project line item within the impact fee fund from various line items within the budget (Jim Conroy)

Parks and Recreation Director Jim Conroy presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Conroy** said this item involved three changes to the Parks infrastructure improvements plan, as highlighted in the table included in the presentation slides (with additional funding highlighted in yellow and projects where funding will be pulled from highlighted in teal). He said that, if approved, the Cal Portland Shared Use Path Project monies would become immediately available and that construction would begin in early 2024. The Honea Park Project monies would become available as of July 1, 2023 with construction anticipated to begin in Summer 2024. The El Rio Disc Golf Course Project monies would also become available as of July 1, 2023 with construction beginning after Monsoon season. For more details, please see the presentation slides.

Vice Mayor Post moved to adopt Resolution No. 2023-106. Council Member Ziegler seconded the motion. Motion passed, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

EXECUTIVE SESSIONS

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

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

E2 Executive session pursuant to A.R.S. §38-431.03 (A)(3) and (4) for discussion or consultation with the Town's attorneys in order to consider the Town's position and

instruct its attorneys regarding the litigation entitled In Re: AFFF Products Liability Litigation, MDL No. 2873, currently pending in the United States District Court for the District of South Carolina, related to perfluorinated compounds (PFAS) water contamination, including discussion of the pending settlements reached with defendants 3M Company and the DuPont entities.

Mayor Honea asked for a motion to go into executive session.

Vice Mayor Post moved to go into executive session. Council Member Ziegler seconded the motion. Motion passed, 7-0.

[An executive session was held beginning at 6:36 PM and concluding at 7:16 PM.]

Once back in open session, Council Member Ziegler moved to direct staff to proceed as discussed in executive session. Council Member Officer seconded the motion. Motion passed, 7-0.

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. Motion passed, 7-0. Meeting adjourned at 7:16 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on October 17, 2023. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 11/21/2023

To: Mayor and Council

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

From: Nolette Hernandez, Records Clerk

Date: November 21, 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 #006 Bar liquor license submitted by James Ty Hammett on behalf of Caps & Corks, located at 3830 West River Road, Suite 100, Tucson, Arizona 85741 (David L. Udall)

Discussion:

This application is for a new series #006 Bar liquor license at Caps & Corks located at 3830 West River Road, Suite 100, Tucson, Arizona 85741.

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 #006 Bar liquor license submitted by James Ty Hammett on behalf of Caps & Corks, located at 3830 West River Road, Suite 100, Tucson, Arizona 85741.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #006 Bar liquor license application submitted by James Ty Hammett on behalf of Caps & Corks, located at 3830 West River Road, Suite 100, Tucson, Arizona 85741.

Attachments

Redacted Application
Affidavit of Posting
Local Governing Body Recommendation
Descriptions of Common Liquor Licenses

State of Arizona
Department of Liquor Licenses and Control

Created 09/28/2023 @ 09:26:53 AM

Local Governing Body Report

LICENSE

Number:		Type:	006 BAR
Name:	CAPS & CORKS		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	3830 W RIVER ROAD STE 100 TUCSON, AZ 85741 USA		
Mailing Address:	3830 W RIVER ROAD STE 100 TUCSON, AZ 85741 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:			

AGENT

Name:	JAMES TY HAMMETT
Gender:	Male
Correspondence Address:	3830 W RIVER ROAD STE 100 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	

OWNER

Name:	CAPS & CORKS INC
Contact Name:	JAMES TY HAMMETT
Type:	CORPORATION
AZ CC File Number:	22052529
Incorporation Date:	09/07/2017
Correspondence Address:	3830 W RIVER ROAD STE 100 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	

State of Incorporation: AZ

Officers / Stockholders

Name:	Title:	% Interest:
JAMES TY HAMMETT	Director	25.00
DULCE ELINA HAMMETT	CEO	25.00
TAD WAYNE HAMMETT	Director	25.00
ELYSE LORRAINE HAMMETT	Director	25.00

CAPS & CORKS INC - CEO

Name:	DULCE ELINA HAMMETT
Gender:	Female
Correspondence Address:	3830 W RIVER ROAD STE 100 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	

CAPS & CORKS INC - Director

Name:	ELYSE LORRAINE HAMMETT
Gender:	Female
Correspondence Address:	3830 W RIVER ROAD STE 100 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	

CAPS & CORKS INC - Director

Name:	JAMES TY HAMMETT
Gender:	Male
Correspondence Address:	3830 W RIVER ROAD STE 100 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	

CAPS & CORKS INC - Director

Name:	TAD WAYNE HAMMETT
Gender:	Male
Correspondence Address:	3830 W RIVER ROAD STE 100 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	

APPLICATION INFORMATION

Application Number: 258588
Application Type: New Application
Created Date: 09/11/2023

QUESTIONS & ANSWERS

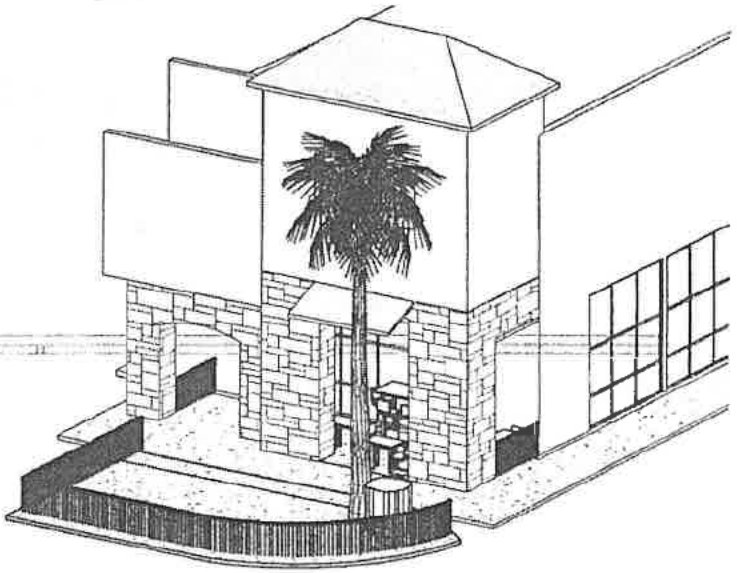
006 Bar

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)
   MOUNTAIN ROSE ACADEMY- 1584 FT
   3686 W RIVER RD H#180 TUCSON, AZ 85741
3) Are you one of the following? Please indicate below.
   Property Tenant
   Sub-tenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Tenant
4) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   PERSONAL GURANTY TO LESSOR -PRORATED FOR REMAINDER OF LEASE
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   TOWN OF MARANA
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   SMALL BUSINESS ASSOCIATION- $190,000.00
   1545 HAWKINS BLVD. #202 EL PASO, TX 79925
7) Are there walk-up or drive-through windows on the premises?
   No
8) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS PATIO
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

'23 SEP 27 [illegible]

CAPS & CORKS

Craft Beer & Wine Bar · Bottle Shop



EXISTING HANDICAP PARKING STALL TO BE REMAIN

~~EXISTING~~ CAR ~~PARKING STALL TO BE REMOVED~~

~~PROPOSED~~ RAILING

EXISTING PALM TREE TO REMAIN

EXISTING BOULDER TO REMAIN

~~PROPOSED~~ HANDICAP ACCESS

EJ

ENTRANCE/EXIT

CURRENT ~~PROPOSED~~ OUTDOOR PATIO

5' - 0"

LIQUOR STORAGE

EXISTING FACILITY

ENTRANCE/EXIT

INDOOR SQ Footage 1,984

CURRENT

~~PROPOSED~~ PATIO SITE PLAN

SCALE: 1" = 10'-0" OPTION 2 N

*parking or public walk ways not part of licensed premise.

Sub # 25858
Hammett, J.

CAPS & CORKS

Craft Beer & Wine Bar - Bottle Shop

MARANA AZ

REVIEWED FOR CODE COMPLIANCE

01/26/2021 - anelson

No. B2101-088 ISSUED



EXISTING HANDICAP PARKING STALL TO BE REMAIN

=TABLES

=CHAIRS

All patio table(s) shall be 28-inches minimum and 34 inches maximum in height above the floor surface

~~EXISTING PARKING STALL TO BE REMOVED~~

OUTDOOR SQUARE FOOTAGE 825

~~PROPOSED~~ OUTDOOR PATIO

~~PROPOSED~~ RAILING

EXISTING PALM TREE TO REMAIN

EXISTING BOULDER TO REMAIN

~~PROPOSED~~ HANDICAP ACCESS

5' - 0"

EXISTING FACILITY

INDOOR SQ FOOTAGE 1,984

CURRENT SITE

~~PROPOSED PATIO~~ SITE PLAN 2023

SCALE: 1" = 10'-0" OPTION 2 N

23 SEP 8 PM 1:28 AZ

LC:
Amount:

'23 SEP 8 PM 1:28 AZDLLC

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	258588
Date Accepted:	9/28/23
CSR:	CA

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:

805.443

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: Hamett (Last) James (First) TY (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: Arizona

4. Place of birth: Morenci (City) AZ (State) USA (COUNTRY) Height: 6'1" Weight: 220 Eyes: BLU Hair: BRO

5. Name of current/most recent spouse: Hamett (Last) Elyse (First) L (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? [redacted]

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Caps & Corks Business Phone [redacted]

9. Premises Address: 3830 W River Rd, Ste 100 (Street (do not use PO Box)) Tucson (City) AZ (State) Pima (County) 85741 (Zip)

*23SEP 8 PM 1:28 AZDLLC

10. 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)
07/2018	CURRENT	Owner/CEO	caps 3, corks 3830 W. River Rd, Ste 100 Tucson AZ 85741

11. 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
7/2018	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of 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? **MUST** attach copies of both training certificates. — Yes ☑ No ☒ OK

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) James D. Hamett **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: _____ **Date:** 9/4/23

'23 SEP 8 PM 1:28 AZDLLC

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 ortype) James Ty Hammett

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No - If **yes**, indicate place of birth:

City Morenci State Arizona **COUNTRY** USA

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: Arizona Drivers License

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

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 identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
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.

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.

Arizona Drivers License

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 *etseq.*];
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. §

James Ty Hammett		9/4/23
Print Name	**Signature**	**Date**

'23 SEP 8 PM 1:30 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	2585588
Date Accepted:	9/28/23
CSR:	CA

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly**.

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

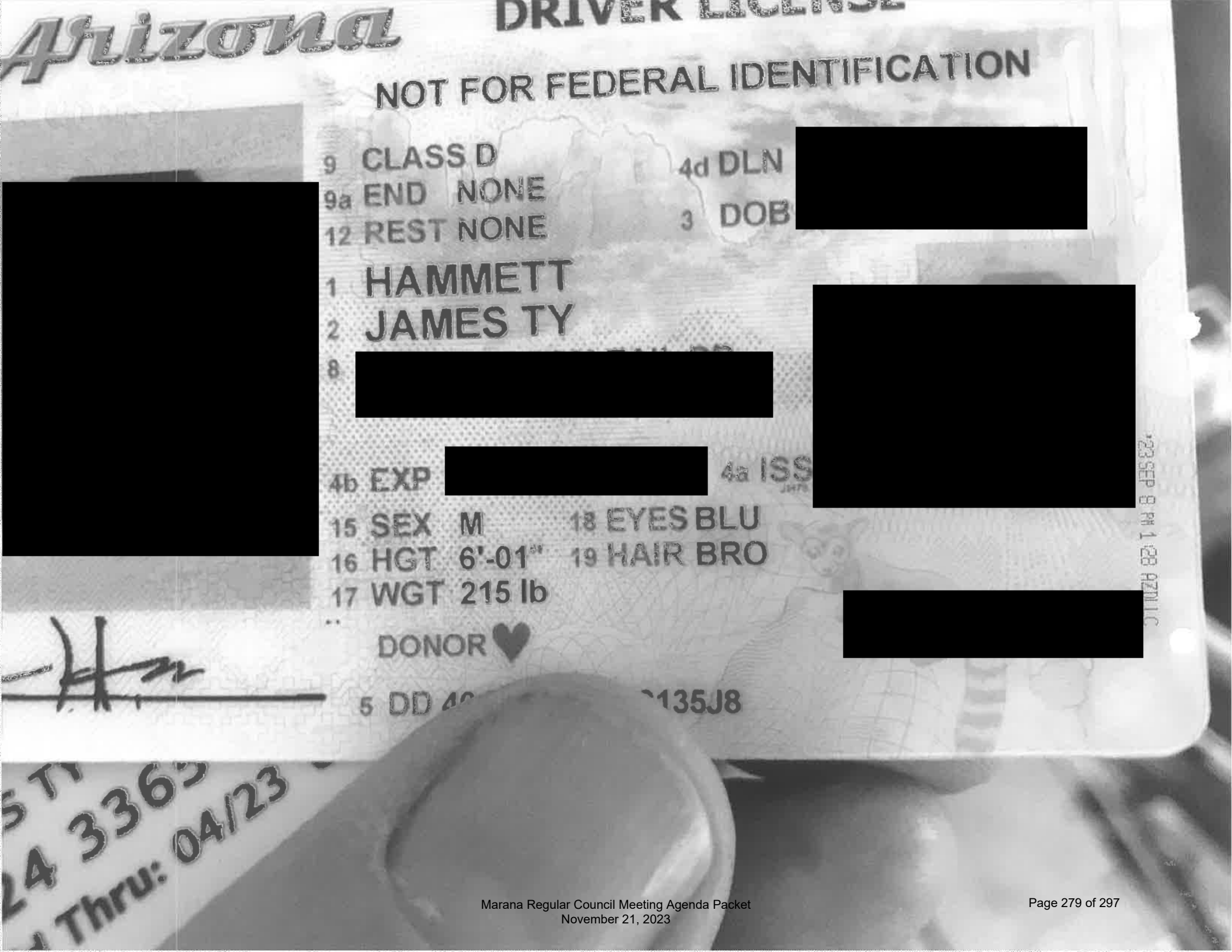
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	**Name of Applicant:**
8-28-2023	James TY Hammett
Name of Fingerprint Technician: Jessica Lopez	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: JLM Services AZ	**Phone Number:** [redacted]

Type of Photo ID Provided (check one):

☑ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**


Arizona
DRIVER LICENSE
NOT FOR FEDERAL IDENTIFICATION
9 CLASS D
9a END NONE
12 REST NONE
4d DLN
3 DOB
1 HAMMETT
2 JAMES TY
8
4b EXP
4a ISS
15 SEX M
18 EYES BLU
16 HGT 6'-01"
19 HAIR BRO
17 WGT 215 lb
DONOR
5 DD
135J8
'23SEP 8 PM 1:28 AZMVD
24 3365
Thru: 04/23

LC:
Amount:

'23 SEP 27 Liqr. Lic. PM 4:11

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	258588
Date Accepted:	9/28/23
CSR:	CA

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: 605.443

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: Hamett (Last) Elyse (First) Lorraine (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: AZ

4. Place of birth: Sierra Vista (City) AZ (State) USA (COUNTRY) Height: 5'4" Weight: 148 Eyes: Brn Hair: Brn

5. Name of current/most recent spouse: Hamett (Last) James (First) Ty (Middle) Birth Date: [redacted]

6. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? [redacted]

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Cafe 3 Corks Business Phone [redacted]

9. Premises Address: 3830 W River Rd, Ste 190 (Street (do not use PO Box)) Tucson (City) AZ (State) Pima (County) 85741 (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. (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) -
6/2019	CURRENT	Nurse practitioner	Optum Housecalls 6675 Business Pkway Suite F Elkridge MD 21075
~~6/2019~~			

11. 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
8/2019	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of 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? **MUST** attach copies of both training certificates. — 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) Elyse Hammett **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: Elyse Hammett **Date:** 9/26/23

'23 SEP 8 PM 1:30 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	258586
Date Accepted:	9/28/23
CSR:	CA

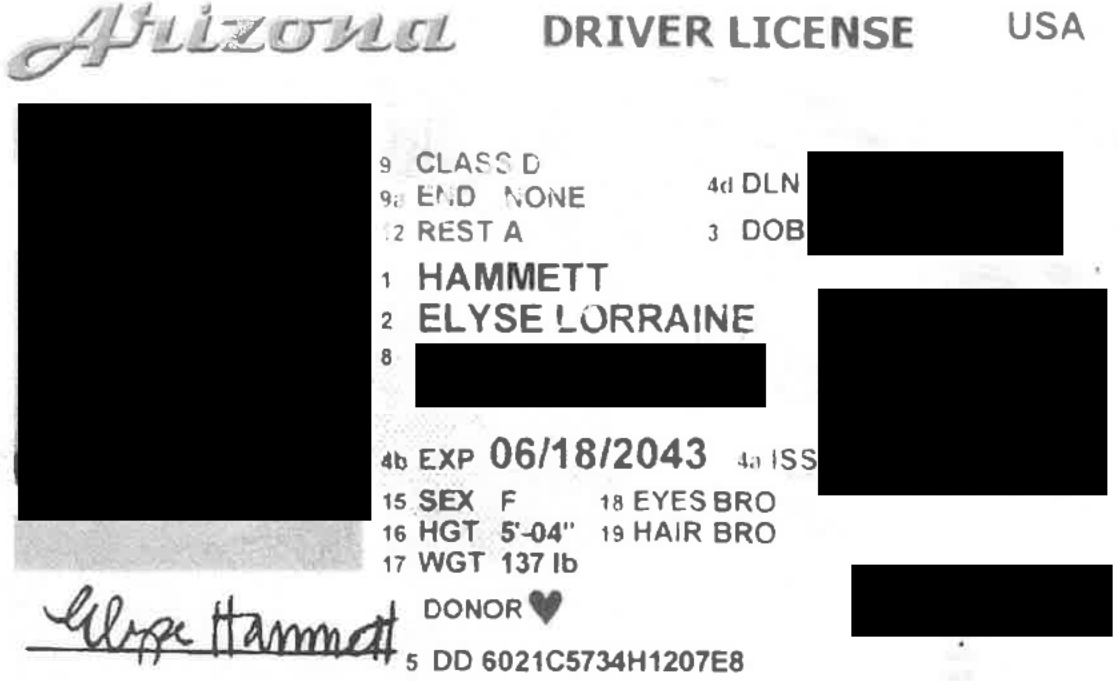
ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly**.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	**Name of Applicant:**
8-28-2023	Elyse Lorraine Hammett
Name of Fingerprint Technician: Jessica Lopez	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: JLM Services AZ	**Phone Number:** [redacted]
Type of Photo ID Provided (check one): ☑ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**	


Arizona DRIVER LICENSE USA

[redacted]

9 CLASS D
9a END NONE
12 REST A
1 HAMMETT
2 ELYSE LORRAINE
8 [redacted]
4b EXP 06/18/2043
15 SEX F
16 HGT 5'-04"
17 WGT 137 lb
18 EYES BRO
19 HAIR BRO
DONOR ♥
5 DD 6021C5734H1207E8

4d DLN [redacted]
3 DOB [redacted]
4a ISS [redacted]

[redacted]

'23 SEP 8 PM 1:29 AZDLLC

LC:
Amount:

'23 SEP 27 Liqr. Lic. PM 4:11

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	2305586
Date Accepted:	9/28/23
CSR:	CA

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: 905.443

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: Hammett (Last) Tad (First) Wayne (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: AZ

4. Place of birth: Bisbee (City) AZ (State) US (COUNTRY) Height: 5'11" Weight: 300 Eyes: Blu Hair: Blnd

5. Name of current/most recent spouse: Hammett (Last) Dulce (First) Elena (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? [redacted]

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Caps and Corks Business Phone: [redacted]

9. Premises Address: 3830 W Rivers Rd Suite A (Street (do not use PO Box)) Tucson (City) AZ (State) Pima (County) 85741 (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. (ATTACH ADDITIONAL SHEET IF NECESSARY)

'23 SEP 27 Liqr. Lic. PM 4:11

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
9/2018	CURRENT	Owner	Caps and Corks 3830 W River Rd AZ Tucson 85741

11. 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
9/2017	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of 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? **MUST** attach copies of both training certificates. — 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) Tad Wayne Hammett **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: TWH **Date:** 9/27/2023

'23 SEP 8 PM 1:30 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	2585586
Date Accepted:	9/8/23
CSR:	CA

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly**.

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	Name of Applicant:
8-21-2023	Tad Wayne Hammett
Name of Fingerprint Technician: Jessica Lopez	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: JLM Services AZ	**Phone Number:** [redacted]
Type of Photo ID Provided (check one): ☑ Driver's License ☐ Passport ☐ Other (Please specify)	

*23SEP 8 PM 1:30 AZDLLC
Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Your fingerprints will be used to check the criminal history records of the FBI.

If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record. You should be afforded a reasonable amount of time of twenty one(***21) days*** to correct or complete the record (or decline to do so) before officials deny you employment, license, or other benefit based on information in the criminal history record.

The procedures for obtaining a change, correction, or updating of your FBI criminal history record are set forth in Title 28, Code of Federal Regulations, Sections 16.30 through 16.34. Information on how to review and challenge your FBI criminal history record can be found at www.fbi.gov under "Services" and then "Identity History Summary Checks" or by calling (304) 625-5590.

To obtain a copy of your Arizona criminal history in order to review/update/correct the record, you can contact the Arizona Department of Public Safety Criminal History Records Unit at (602) 223-2222 to obtain a fingerprint card and a Review and Challenge packet. Information on the review and challenge process can be found on the DPS website (www.azdps.gov).

Privacy Act Statement

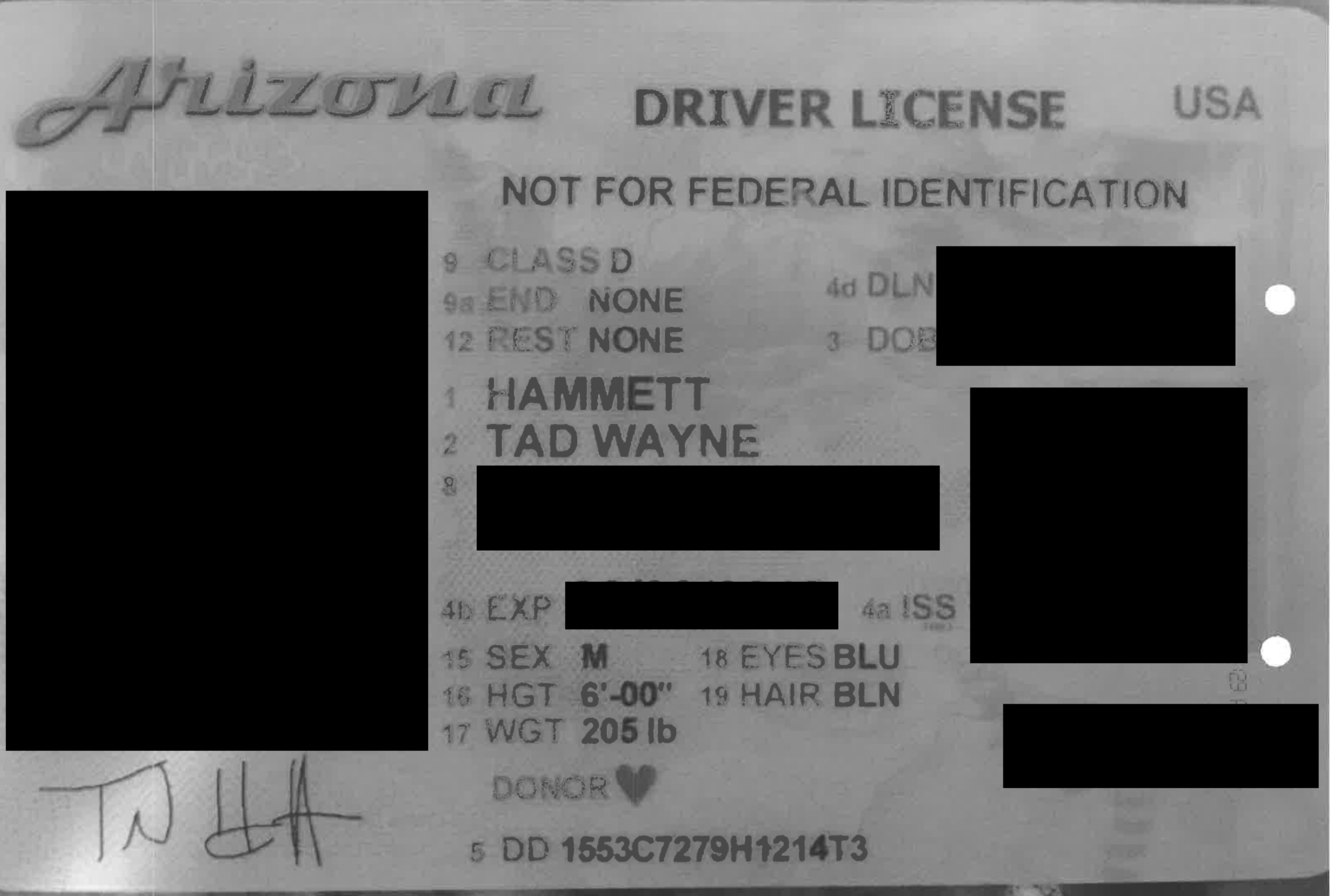
*This privacy act statement is located **on the back of the** FD-258 fingerprint card.*

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/ biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints, may continue to be compared against other fingerprints submitted to, or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018


Arizona
DRIVER LICENSE
USA
NOT FOR FEDERAL IDENTIFICATION
9 CLASS D
9a END NONE
12 REST NONE
4d DLN
3 DOB
1 HAMMETT
2 TAD WAYNE
8
4b EXP
4a ISS
15 SEX M
18 EYES BLU
16 HGT 6'-00"
19 HAIR BLN
17 WGT 205 lb
DONOR
5 DD 1553C7279H1214T3

LC:
Amount:

'23 SEP 27 Liqr. Lic. PM 4:11

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	758586
Date Accepted:	9/28/23
CSR:	CS

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:

SE.443

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: Hammett (Last) Dulce (First) Elina (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: AZ

4. Place of birth: Mesa (City) AZ (State) US (COUNTRY) Height: 4'5" Weight: 145 Eyes: BRN Hair: BLK

5. Name of current/most recent spouse: Hammett (Last) Tad (First) Wayne (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? [redacted]

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Caps and Corks Business Phone: [redacted]

9. Premises Address: 3830 W River Rd STE 100 (Street (do not use PO Box)) Tucson (City) AZ (State) Pima (County) 85741 (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. (ATTACH ADDITIONAL SHEET IF NECESSARY)

23 SEP 27 Liqr. Lic. AM 4:11

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
7/2017	CURRENT	Nurse Practitioner	Optum 11000 Optum Circle Eden Prairie MN 55344

11. 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
7/2017	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of 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? **MUST** attach copies of both training certificates. — 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) Dulce Elina Hammett **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: Dulce Hammett **Date:** 9/27/2023

'23 SEP 8 PM 1:30 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #:	2585586
Date Accepted:	9/28/23
CSR:	CA

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly**.

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 8-21-2023	**Name of Applicant:** Dulce Elina Hammett
Name of Fingerprint Technician: Jessica Lopez	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: JLM Services LLC	**Phone Number:** [redacted]

Type of Photo ID Provided (check one):

☑ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

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

'23 SEP 8 PM 1:30 AZDLLC

Your fingerprints will be used to check the criminal history records of the FBI.

If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record. You should be afforded a reasonable amount of time of twenty one(***21) days*** to correct or complete the record (or decline to do so) before officials deny you employment, license, or other benefit based on information in the criminal history record.

The procedures for obtaining a change, correction, or updating of your FBI criminal history record are set forth in Title 28, Code of Federal Regulations, Sections 16.30 through 16.34. Information on how to review and challenge your FBI criminal history record can be found at www.fbi.gov under "Services" and then "Identity History Summary Checks" or by calling (304) 625-5590.

To obtain a copy of your Arizona criminal history in order to review/update/correct the record, you can contact the Arizona Department of Public Safety Criminal History Records Unit at (602) 223-2222 to obtain a fingerprint card and a Review and Challenge packet. Information on the review and challenge process can be found on the DPS website (www.azdps.gov).

Privacy Act Statement

*This privacy act statement is located **on the back of the FD-258 fingerprint card.***

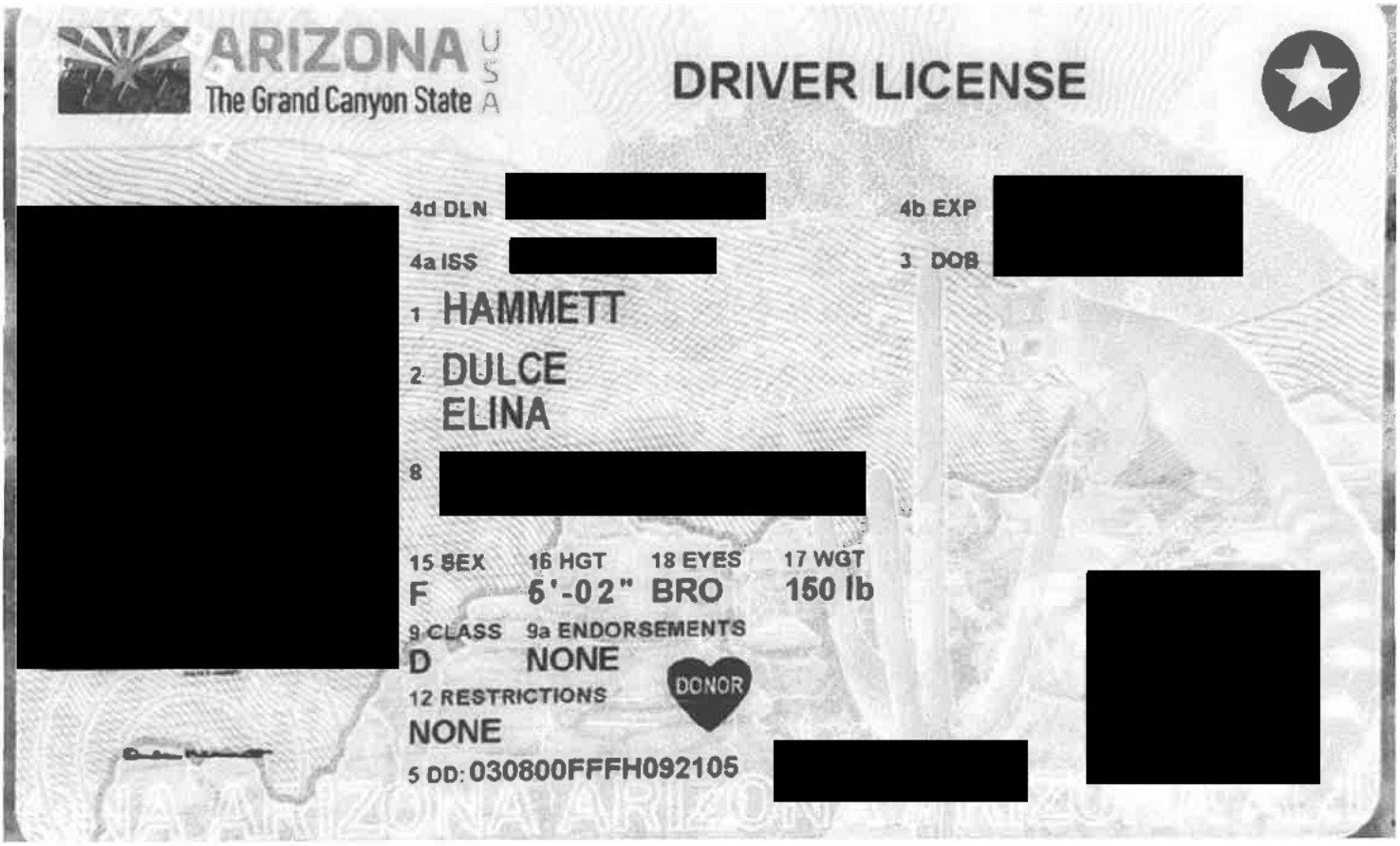
Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/ biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints, may continue to be compared against other fingerprints submitted to, or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

'23 SEP 8 PM 1:29 AZDLLC



Scanned with CamScanner

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: 10 / 30 / 23 Date of Posting Removal: 11 / 20 / 23

Applicant's Name: Hammett (Last) James (First) Ty (Middle)

Business Address: 3830 W River Rd, Ste 100 (Street) Tucson (City) 85741 (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	Housing Rehabilitation Specialist	(520) 990-2496
Print Name of City/County Official	Title	Phone Number

Signature: Elbert E Burns Jr. Date Signed: 10/30/23

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.

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 #: 258588 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2023-14

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 Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 21 (Day) of November (Month), 2023 (Year) considered the application of James Ty Hammett (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 James Ty Hammett (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.