MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 20, 2024, 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 February 20, 2024, 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 20 Years of the Marana Police Volunteers Program (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 second quarter results (July-December) 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)

CONSENT AGENDA

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

C1 Resolution No. 2024-014: Relating to Development; approving a release of assurances for Tangerine Business Park Blocks 1-10 and Common Areas and accepting public water improvements for maintenance (Jason Angell)

C2 Resolution No. 2024-015: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves, Section 4-1-5 "Request for Vacation Leave" and Chapter 5 - Work Rules and Employee Discipline, Policy 5-1 "Hours of Work" and Section 5-5-5 "Grounds for Disciplinary Action" (Curry C. Hale)

C3 Resolution No. 2024-016: Relating to Utilities; approving and authorizing the Mayor to sign the Intergovernmental Agreement between the Town of Marana and Pima County for the Bike Path Construction & Cost Sharing (Jing Luo)

C4 Resolution No. 2024-017: Relating to Water; approving and authorizing the Mayor to sign an agreement for construction of water facilities under private contract with Trico Electric Cooperative, Inc. (David L. Udall)

C5 Approval of Regular Council Meeting Summary Minutes of February 6, 2024 (David L. Udall)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for an owner transfer of a series #007 Beer and Wine Bar liquor license submitted by Mark Wayne Hoesing on behalf of Quarry Pines Golf Club, located at 8480 North Continental Links Drive, Tucson, Arizona 85743 (David L. Udall)

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2024-018: Relating to Benefits; appointing Yiannis Kalaitzidis as a Trustee for the Marana Health Care Benefits Trust for a four-year term and making additional Trustee appointments for the Marana Health Care Benefits Trust, retroactively effective from November 20, 2023 (David L. Udall)

COUNCIL ACTION

A1 Resolution No. 2024-019: Relating to Water; approving and authorizing the Mayor to sign a purchase and sale agreement for long term storage credits with the Tohono O'odham Nation (Jing Luo)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

EXECUTIVE SESSIONS

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

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

E2 Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration, and possible interviews of candidates for appointment to the Marana Heath Care Benefits Trust Board.

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4), discussion or consultation for legal advice with the Town's attorneys and to consider the Town's position and instruct its attorneys regarding contemplated litigation to recover costs to remedy water quality issues resulting from perfluorinated compounds contamination.

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: 02/20/2024

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

Date: February 20, 2024

Subject: Proclamation Recognizing 20 Years of the Marana Police Volunteers Program (David L. Udall)

Attachments

Proclamation

MARANA AZ
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PROCLAMATION

Recognizing 20 Years of the Marana Police Volunteers Program

WHEREAS, the Marana Police Volunteer Program was established in January 2004 and now celebrates its 20th year of continuous service to the Marana Police Department and the Town of Marana; and

WHEREAS, the Department alone cannot meet the all community needs and welcomes the willingness of volunteers who contribute their time and talents to fulfill shortfalls; and

WHEREAS, the Marana Police Volunteer Program was established and continues to serve the Marana Police Department in various capacities of administrative support and patrol, augmenting the Community Resource Unit's outreach through its wide variety of programs; and

WHEREAS, volunteers make themselves available to be called out day or night to assist officers by providing crash scene protection, traffic control, business security checks, and Vacation Watch programs, allowing sworn officers to focus on patrol duties; and

WHEREAS, the Marana Police Department expresses its gratitude to the more than one-hundred community member volunteers who contributed nearly 18,000 hours valued at more than $1.9 million in labor over the last 20 years of supporting the mission of the Marana Police Department.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby recognize and commend the Marana Police Volunteers for their 20 years of service and for the profound impact they have on the successes of the Town of Marana and Marana Police.

Dated this 7th day of February, 2024.

ATTEST:

David L. Udall, Town Clerk

Ed Honea

Ed Honea, Mayo

MARANA AZ

Council-Regular Meeting **P1**

Meeting Date: 02/20/2024

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: February 20, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Budget; presentation of second quarter results (July-December) 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 second quarter financial results (July-December) 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 fund.

- Revenues for the General Fund are better than expected due to better than anticipated sales tax receipts in most categories with construction related taxes significantly above forecasts.
- HURF fund is below expectations. Based on the current trend revenues are projected to be below budgeted levels at 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 six months, 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 continue to request 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 year.
- Charges for services revenues in the enterprise funds are within or above expectations for this time of year.

Additional detail about 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 happened during the first quarter of the fiscal year.

The quarterly update will be available on the Town's website following tonight's meeting. The public may interact with the Power BI tool by drilling down into the data. The tool can be found on the following page:
http://www.maranaaz.gov/financial-documents

Staff Recommendation:
Presentation of second quarter results only.

Suggested Motion:
Presentation of second quarter results only.

Attachments

2nd Quarter Financial Update

Financial Brief: Second Quarter

Fiscal Year

2023 – 2024

Prepared by: Finance Department

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FISCAL YEAR 2023 - 2024 SECOND 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 second quarter of fiscal year 2024 (July 2023 - December 2023). 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	44,371,452	64%	75,085,291	27,195,120	36%	17,175,481
HURF	5,079,784	2,343,090	46%	6,765,028	2,246,757	33%	96,333
TRANSPORTATION FUND	4,300,000	8,686,839	202%	29,654,333	610,302	2%	8,076,537
BED TAX FUND	1,450,000	647,237	45%	1,950,000	848,927	44%	-201,690
1/2 CENT SALES TAX	59,561,367	3,748,496	6%	63,170,697	5,500,146	9%	-1,751,650
WATER FUND	10,686,919	4,953,603	46%	13,478,206	4,280,171	32%	673,432
WATER RECLAMATION FUND	4,047,125	2,038,826	50%	5,658,587	867,937	15%	1,170,857
AIRPORT FUND	647,162	94,897	15%	647,162	209,777	32%	-114,880

Click HERE for a User Guide and FAQ about this report

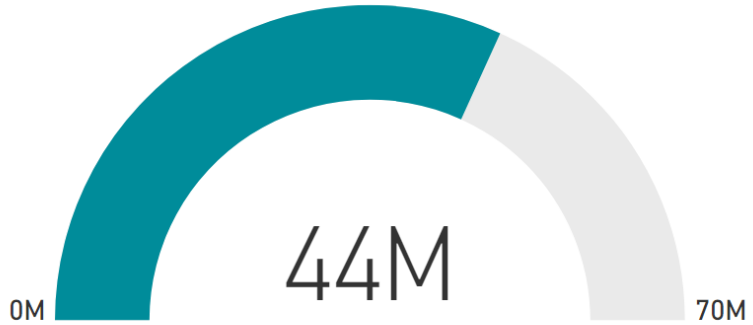
FY 2023-2024 SECOND QUARTER: GENERAL FUND

REVENUES

Select Revenue or Expense

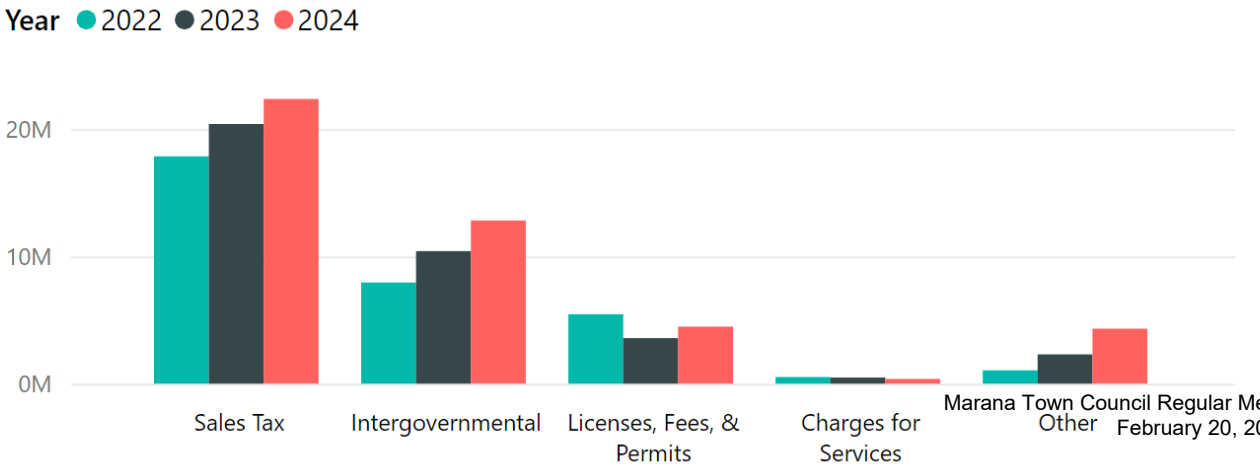
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	35,123,831	22,374,659	64%
Intergovernmental	25,945,620	12,824,089	49%
Licenses, Fees, & Permits	4,617,500	4,482,955	97%
Charges for Services	829,000	371,474	45%
Other	3,276,545	4,318,274	132%
Total	**69,792,496**	**44,371,452**	**64%**



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 second quarter of FY2024. Sales tax and contracting tax revenues are both well above last fiscal year's second 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 second quarter this fiscal year when compared to last year due to



Category	2022	2023	2024
Sales Tax	17,865,199	20,405,566	22,374,659
Intergovernmental	7,948,598	10,417,643	12,824,089
Licenses, Fees, & Permits	5,453,151	3,580,121	4,482,955
Charges for Services	521,080	481,782	371,474
Other	1,047,438	2,302,749	4,318,274
Total	**32,835,465**	**37,187,862**	**44,371,452**

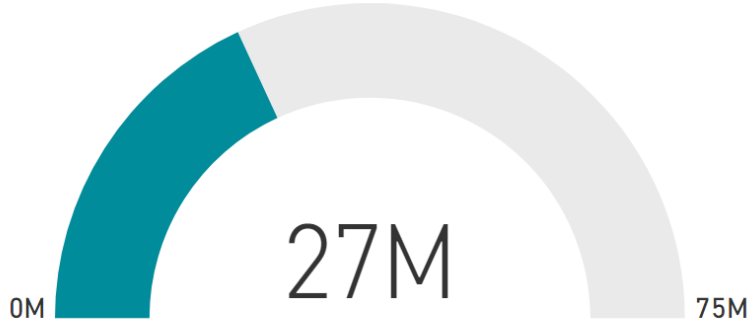
FY 2023-2024 SECOND QUARTER: GENERAL FUND

EXPENSES

Select Revenue or Expense

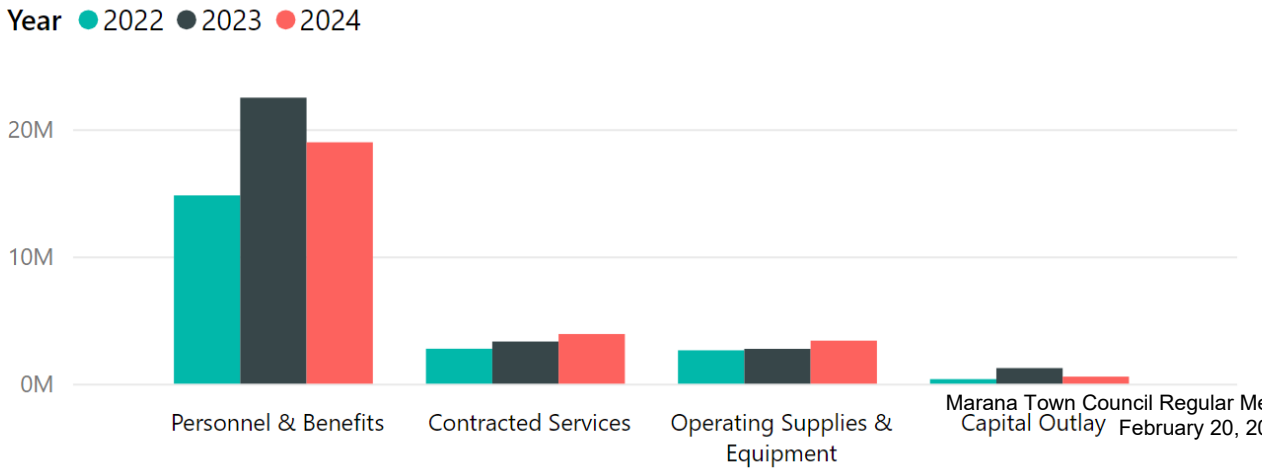
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	44,131,900	18,971,163	43%
Contracted Services	10,335,756	3,902,190	38%
Operating Supplies & Equipment	8,998,362	3,381,495	38%
Capital Outlay	6,898,792	554,726	8%
Other Financing Uses	4,720,481	385,547	8%
Total	**75,085,291**	**27,195,120**	**36%**



General Fund Relevant Information

General Fund expenses through the second quarter of FY2024 overall are lower than anticipated. Personnel & Benefits expenses are in line with expectations. Savings to date are due to vacancies across 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	14,798,293	22,476,945	18,971,163
Contracted Services	2,746,187	3,311,795	3,902,190
Operating Supplies & Equipment	2,622,777	2,737,145	3,381,495
Capital Outlay	357,220	1,224,720	554,726
Other Financing Uses	390,087	314,393	385,547
Total	**20,914,563**	**30,064,998**	**27,195,120**

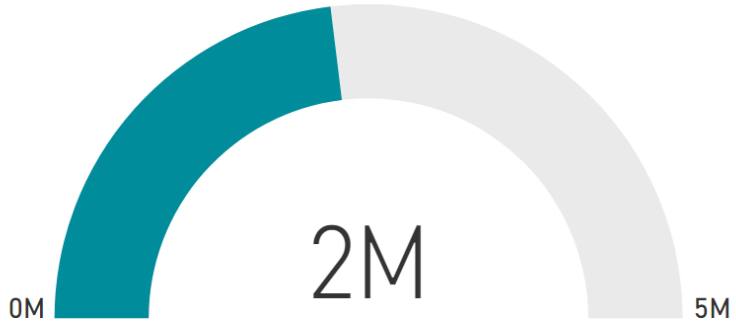
FY 2023-2024 SECOND QUARTER: HURF

REVENUES

Select Revenue or Expense

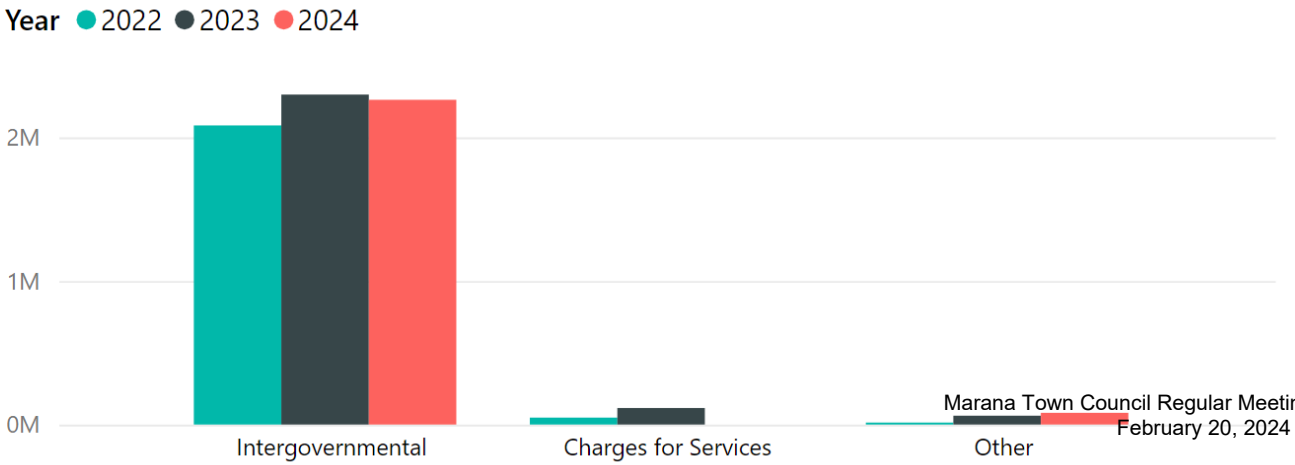
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Other	110,000	81,511	74%
Intergovernmental	4,969,784	2,261,579	46%
Total	**5,079,784**	**2,343,090**	**46%**



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. Second quarter HURF revenue collections are slightly below budgeted expectations. 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 second quarter. Other revenue is comprised of investment income and reflects the current environment of higher interest rates.



Category	2022	2023	2024
Intergovernmental	2,083,093	2,298,042	2,261,579
Charges for Services	48,098	115,029	
Other	7,620	61,443	81,511
Total	**2,138,812**	**2,474,513**	**2,343,090**

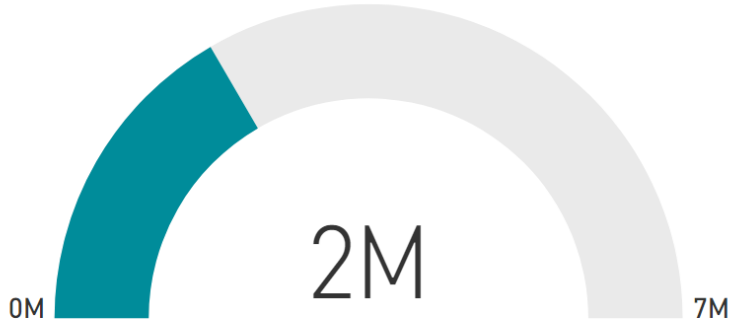
FY 2023-2024 SECOND QUARTER: HURF

EXPENSES

Select Revenue or Expense

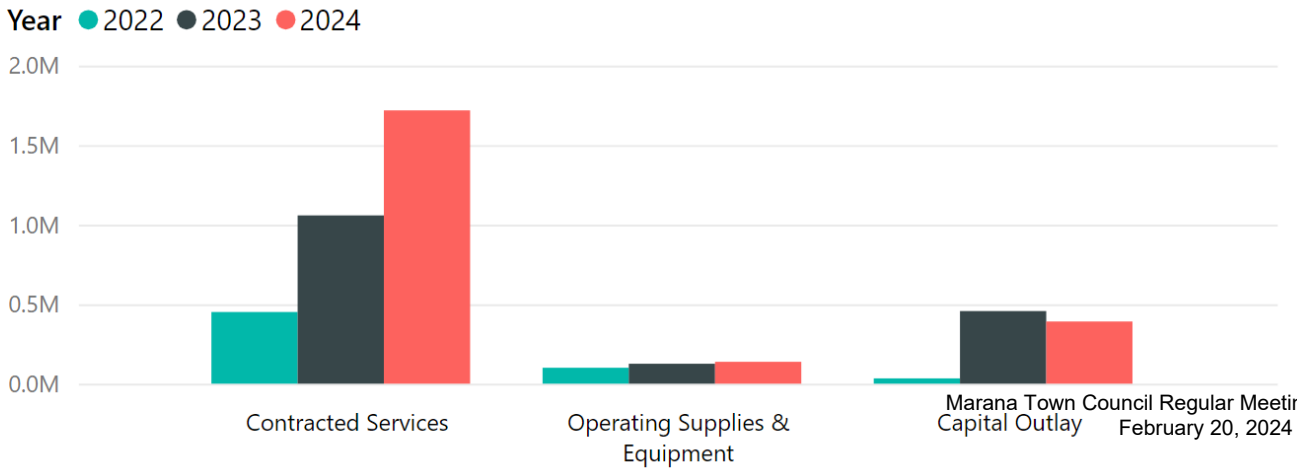
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Operating Supplies & Equipment	293,050	137,499	47%
Capital Outlay	852,044	390,954	46%
Contracted Services	5,419,934	1,718,304	32%
Other Financing Uses	200,000		
Total	**6,765,028**	**2,246,757**	**33%**



HURF Relevant Information

HURF expenses are overall below budgeted amounts through the second 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 second quarter, with additional funding available later this fiscal year. Operating Supplies & Equipment is 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	450,599	1,057,944	1,718,304
Operating Supplies & Equipm...	100,075	125,336	137,499
Capital Outlay	33,282	456,508	390,954
Total	**583,955**	**1,639,787**	**2,246,757**

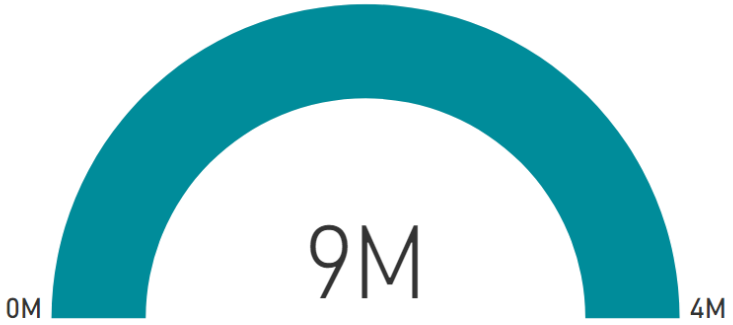
FY 2023-2024 SECOND QUARTER: TRANSPORTATION FUND

REVENUES

Select Revenue or Expense

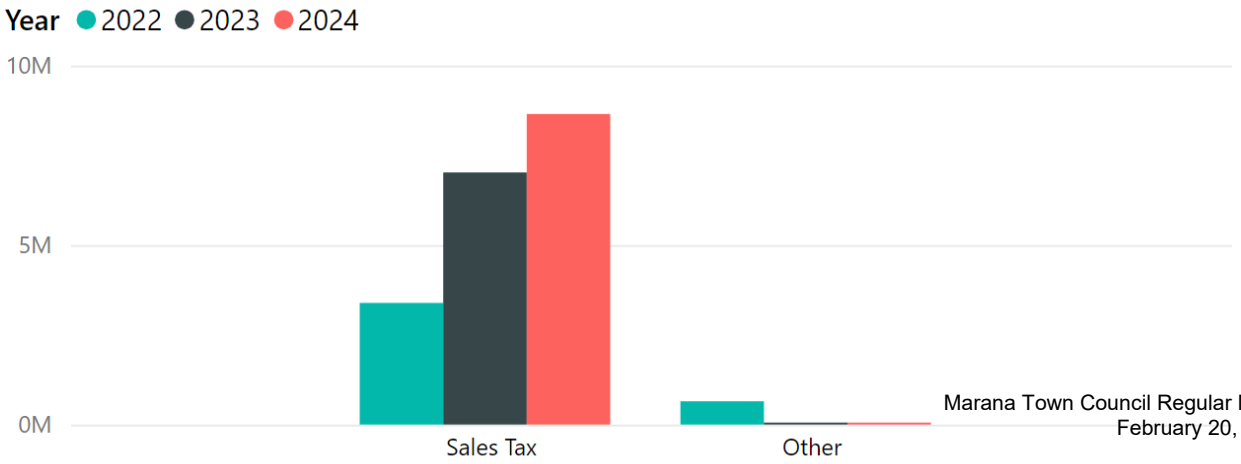
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Other	150,000	35,715	24%
Sales Tax	4,150,000	8,651,124	208%
Total	**4,300,000**	**8,686,839**	**202%**



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. Second quarter revenue collections have exceeded budget expectations for the year due to 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	3,387,341	7,022,586	8,651,124
Other	647,071	49,884	35,715
Total	**4,034,412**	**7,072,470**	**8,686,839**

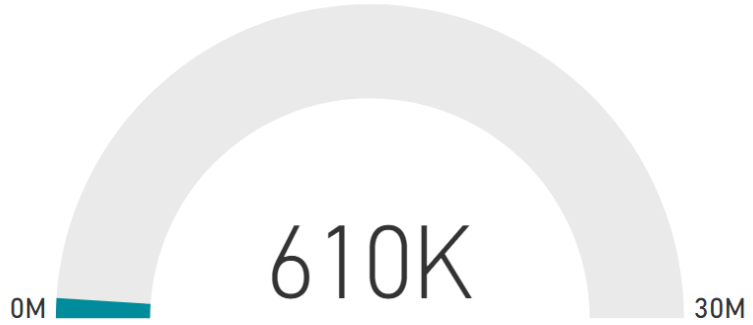
FY 2023-2024 SECOND QUARTER: TRANSPORTATION FUND

EXPENSES

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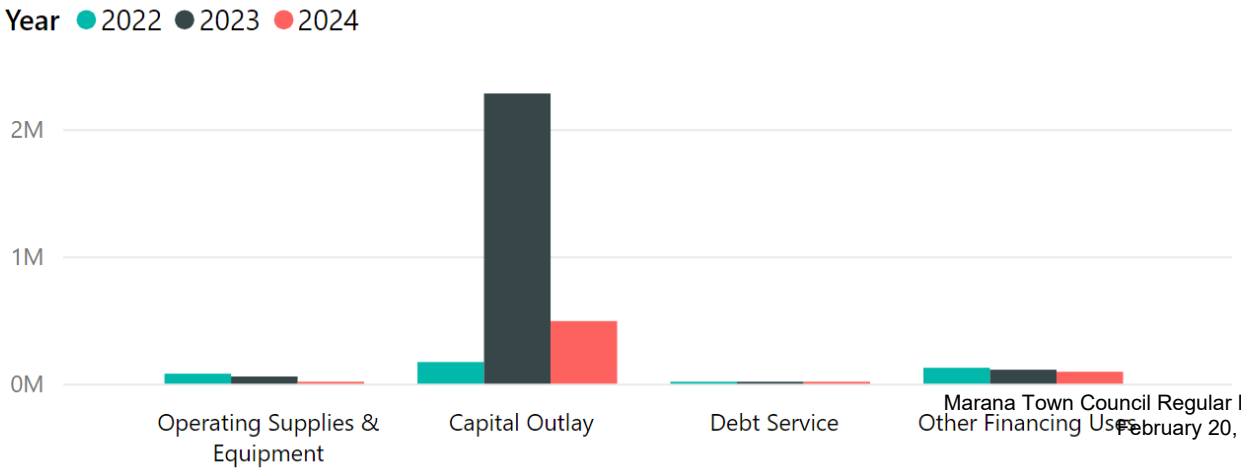
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Other Financing Uses	1,260,419	93,890	7%
Debt Service	10,000	12,084	121%
Capital Outlay	27,733,914	492,048	2%
Operating Supplies & Equipment	650,000	12,280	2%
Total	**29,654,333**	**610,302**	**2%**



Transportation Fund Relevant Information

Transportation Fund expenses are below budgeted levels through the second 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
Operating Supplies & Equipm...	78,549	56,402	12,280
Capital Outlay	170,109	2,280,790	492,048
Debt Service	12,154	11,561	12,084
Other Financing Uses	125,078	109,872	93,890
Total	**385,890**	**2,458,625**	**610,302**

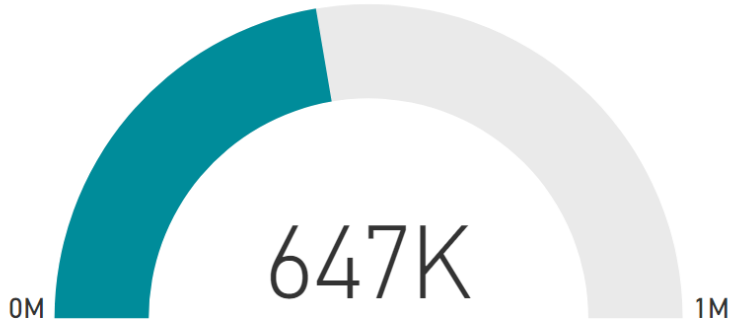
FY 2023-2024 SECOND QUARTER: BED TAX FUND

REVENUES

Select Revenue or Expense

- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	1,450,000	647,237	45%
Total	**1,450,000**	**647,237**	**45%**



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Second 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	736,486	745,648	647,237
Total	**736,486**	**745,648**	**647,237**

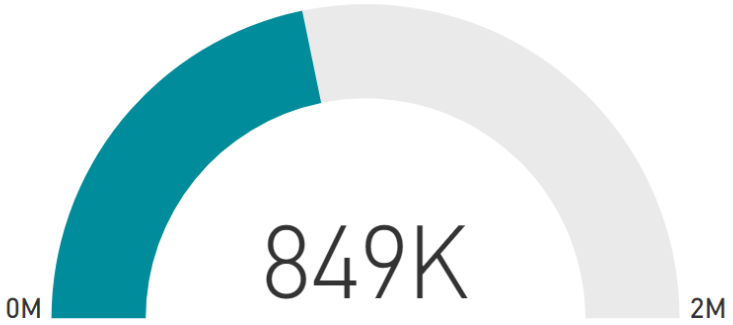
FY 2023-2024 SECOND QUARTER: BED TAX FUND

EXPENSES

Select Revenue or Expense

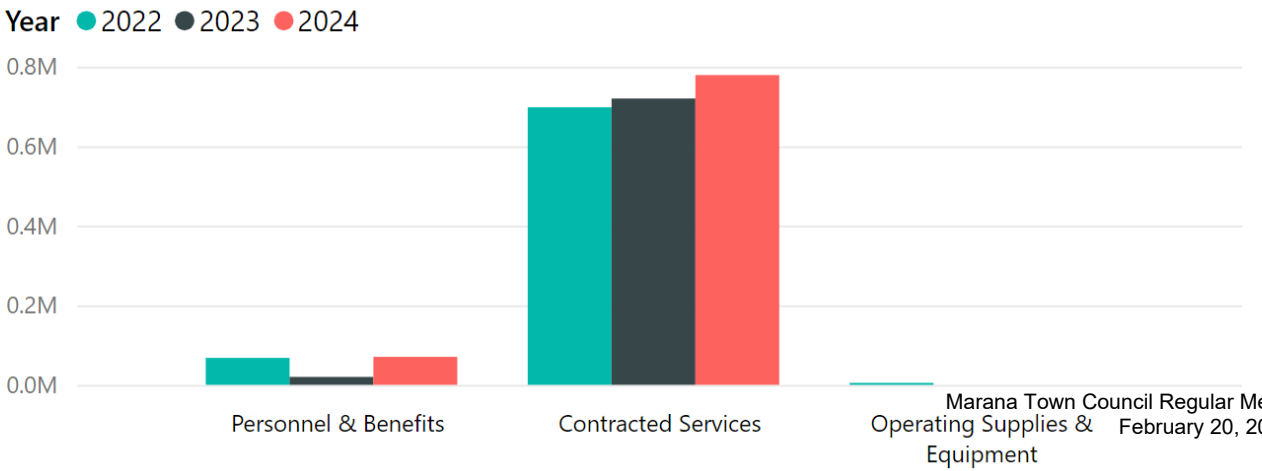
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	161,953	70,368	43%
Contracted Services	1,079,056	778,560	72%
Operating Supplies & Equipment	178,403		
Other Financing Uses	530,588		
Total	**1,950,000**	**848,927**	**44%**



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund spending is as expected through the second quarter of FY2024. Contracted services is primarily related to the annual State Land lease payment, which was 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	67,709	19,907	70,368
Contracted Services	697,524	719,672	778,560
Operating Supplies & Equipment	30		
Total	**765,262**	**739,580**	**848,927**

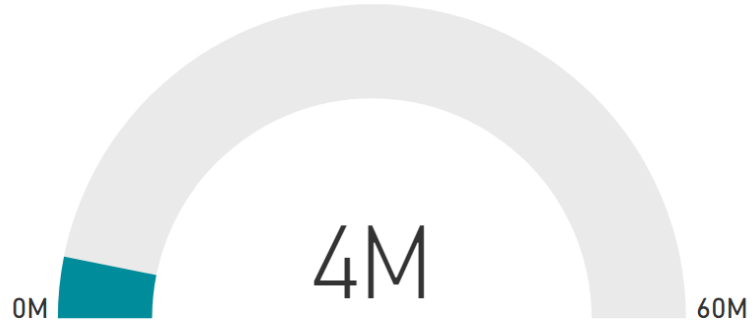
FY 2023-2024 SECOND QUARTER: HALF CENT SALES TAX FUND

REVENUES

Select Revenue or Expense

- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	6,561,367	3,748,496	57%
Other	53,000,000		
Total	**59,561,367**	**3,748,496**	**6%**



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 second 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. Other revenues are related to debt proceeds for future debt issuance.



Category	2023	2024
Sales Tax	3,707,875	3,748,496
Total	**3,707,875**	**3,748,496**

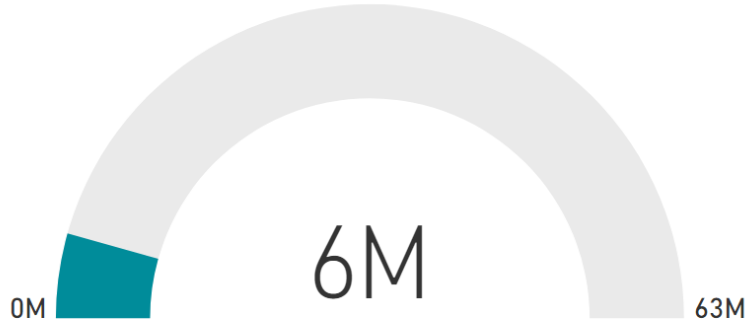
FY 2023-2024 SECOND QUARTER: HALF CENT SALES TAX FUND

EXPENSES

Select Revenue or Expense

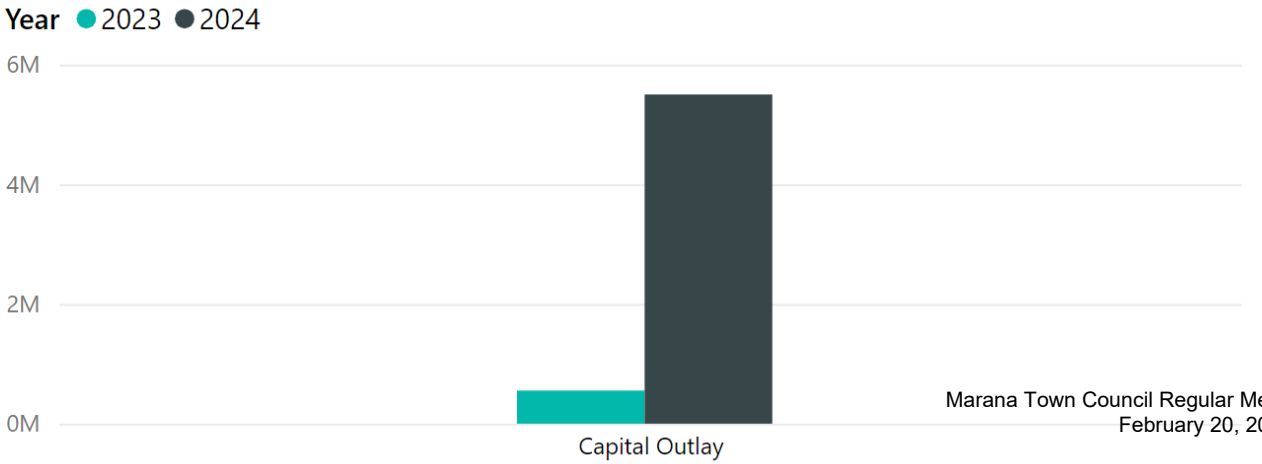
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Capital Outlay	60,670,697	5,500,146	9%
Debt Service	2,500,000		
Total	**63,170,697**	**5,500,146**	**9%**



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. Construction of the facility began in the second quarter of FY2024. Moving forward additional facility construction costs will be shown here. Debt Service expense is related to future debt issuance.



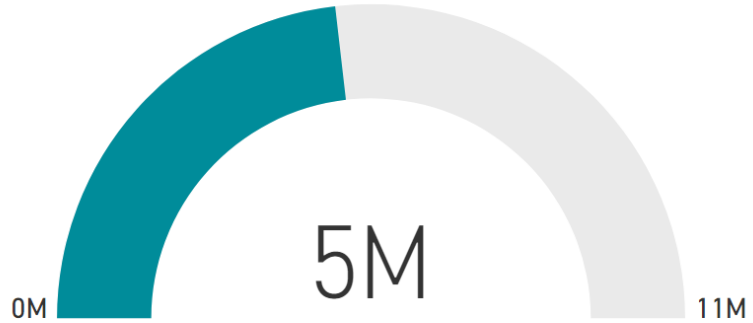
Category	2023	2024
Capital Outlay	552,721	5,500,146
Total	**552,721**	**5,500,146**

FY 2023-2024 SECOND QUARTER: WATER OPERATING FUND

REVENUES

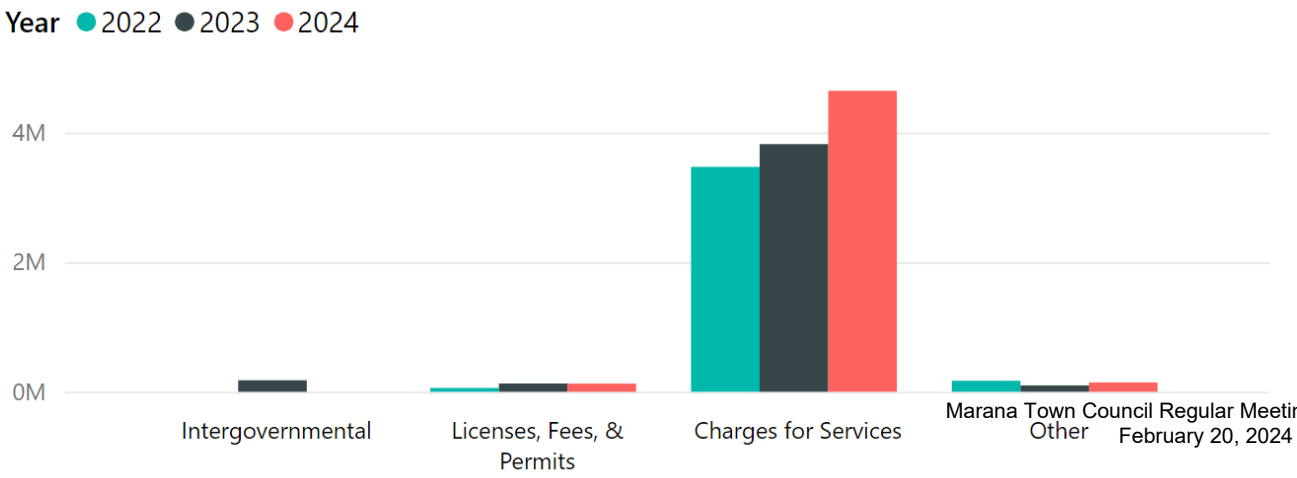
Select Revenue or Expense
- EXPENSES
- REVENUES

Category	FY 2024 Budget	Actual	% Budget
Intergovernmental	328,000		
Licenses, Fees, & Permits	130,000	125,727	97%
Charges for Services	8,622,500	4,684,114	54%
Other	1,606,419	143,763	9%
Total	**10,686,919**	**4,953,603**	**46%**



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. Revenue collections through the first half of FY2024 are slightly above expectations. Other revenue is primarily comprised of planned interfund transfers used for debt service payments.



Category	2022	2023	2024
Licenses, Fees, & Permits	58,866	127,591	125,727
Charges for Services	3,499,514	3,853,458	4,684,114
Other	183,286	133,549	143,763
Total	**3,741,666**	**4,114,598**	**4,953,603**

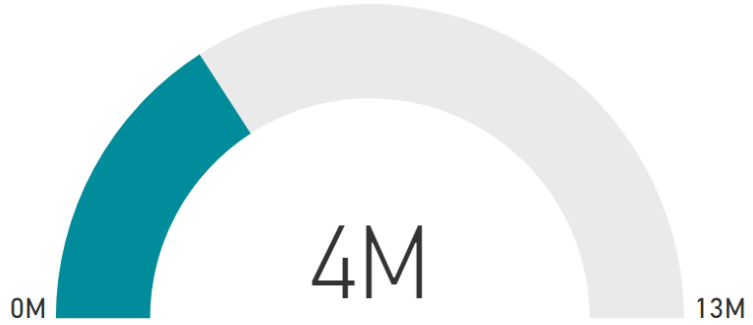
FY 2023-2024 SECOND QUARTER: WATER OPERATING FUND

EXPENSES

Select Revenue or Expense

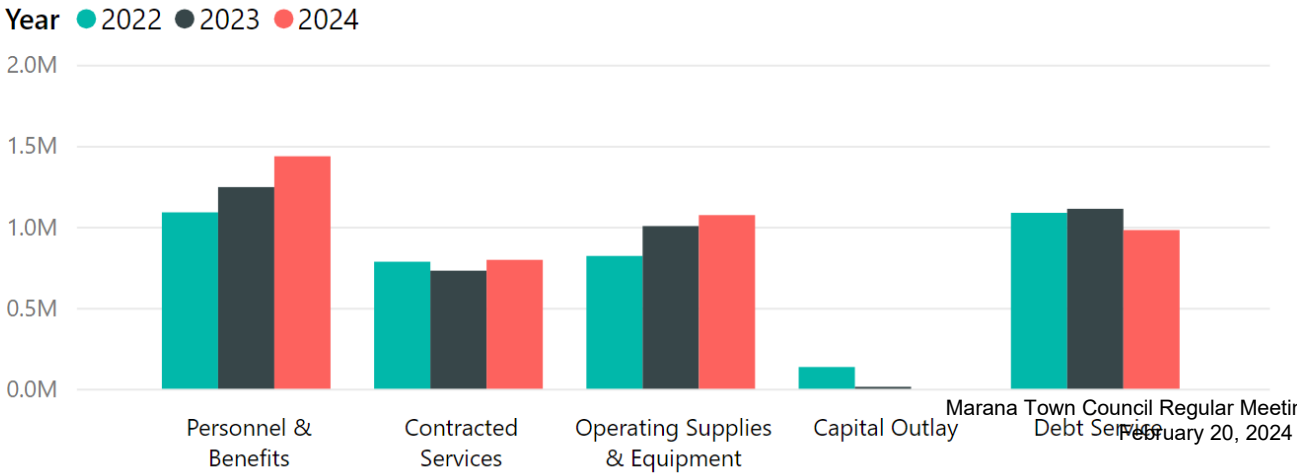
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	3,544,061	1,434,669	40%
Contracted Services	2,628,534	795,316	30%
Operating Supplies & Equipment	2,457,813	1,070,984	44%
Capital Outlay	322,000		
Debt Service	1,372,213	979,203	71%
Other Financing Uses	3,153,585		
Total	**13,478,206**	**4,280,171**	**32%**



Water Fund Relevant Information

Overall, FY2024 second 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	1,088,540	1,244,403	1,434,669
Contracted Services	783,916	728,271	795,316
Operating Supplies & Equipm...	819,494	1,003,859	1,070,984
Capital Outlay	134,067	7,200	
Debt Service	1,085,612	1,110,510	979,203
Total	**3,911,628**	**4,094,243**	**4,280,171**

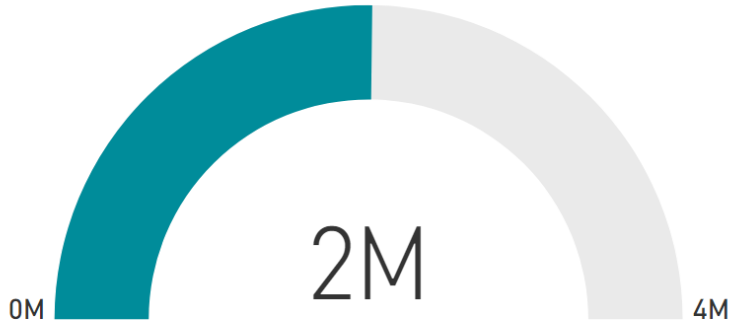
FY 2023-2024 SECOND QUARTER: WATER RECLAMATION OPERATING FUND

REVENUES

Select Revenue or Expense

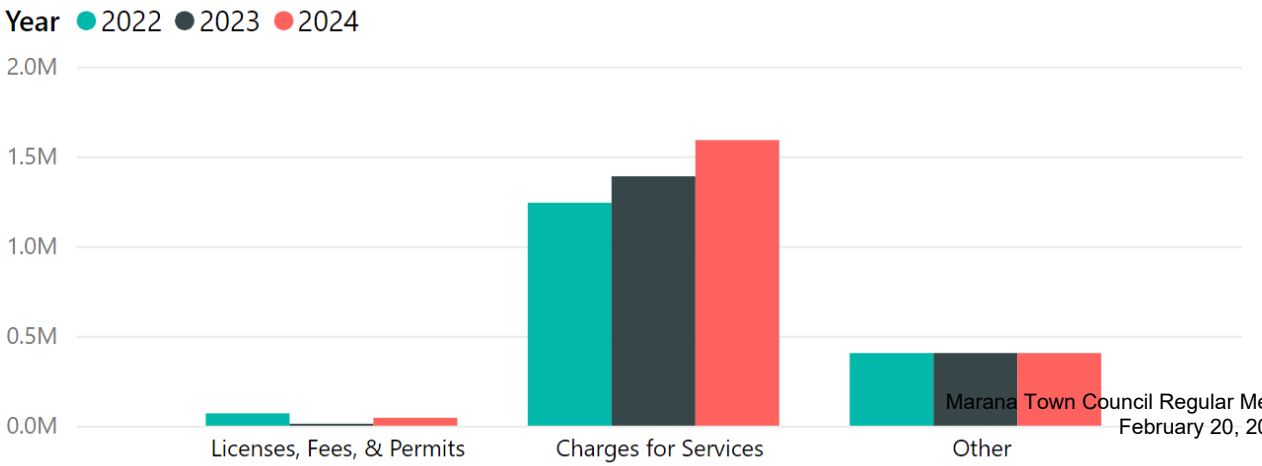
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Charges for Services	3,070,105	1,590,370	52%
Other	847,020	404,527	48%
Licenses, Fees, & Permits	130,000	43,928	34%
Total	**4,047,125**	**2,038,826**	**50%**



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 second quarter revenue collections meet expectations. The majority of Other planned revenue is related to budgeted transfers between funds for debt service payments.



Category	2022	2023	2024
Licenses, Fees, & Permits	68,762	8,387	43,928
Charges for Services	1,241,687	1,388,798	1,590,370
Other	416,734	404,539	404,527
Total	**1,727,184**	**1,801,724**	**2,038,826**

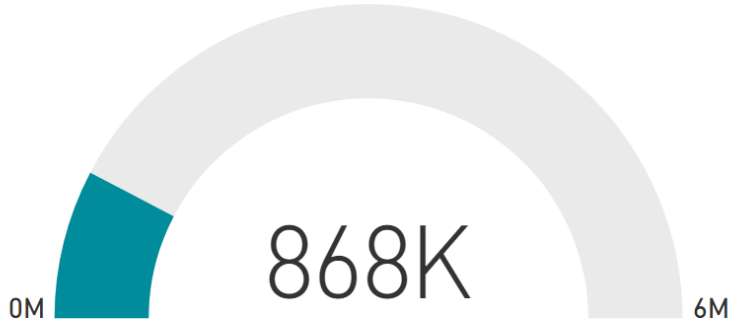
FY 2023-2024 SECOND QUARTER: WATER RECLAMATION OPERATING FUND

EXPENSES

Select Revenue or Expense

- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	780,944	342,852	44%
Contracted Services	1,316,675	311,014	24%
Operating Supplies & Equipment	438,012	173,742	40%
Debt Service	866,981	40,329	5%
Capital Outlay	112,300		
Other Financing Uses	2,137,575		
Total	**5,652,487**	**867,937**	**15%**



Water Reclamation Fund Relevant Information

Overall, second 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	291,198	284,524	342,852
Contracted Services	677,249	420,286	311,014
Operating Supplies & Equipm...	188,577	182,922	173,742
Debt Service	44,325	39,401	40,329
Total	**1,201,348**	**927,133**	**867,937**

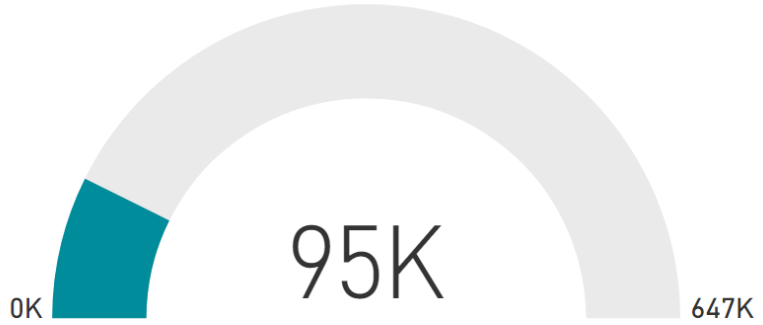
FY 2023-2024 SECOND QUARTER: AIRPORT OPERATING FUND

REVENUES

Select Revenue or Expense

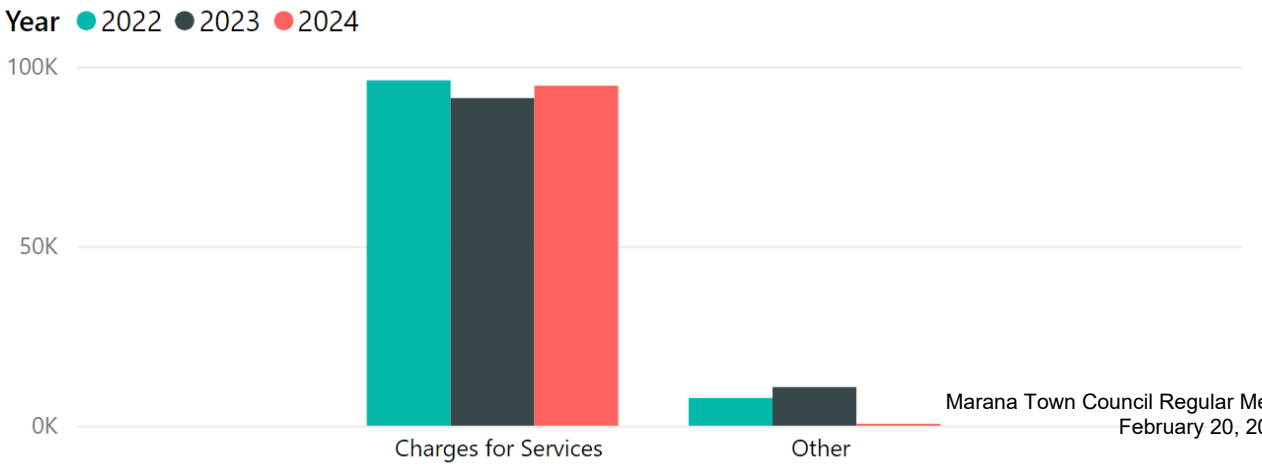
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Charges for Services	347,672	94,657	27%
Other	299,490	240	0%
Total	**647,162**	**94,897**	**15%**



Airport Fund Relevant Information

Overall, preliminary second 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	96,168	91,224	94,657
Other	7,715	10,745	240
Total	**103,883**	**101,969**	**94,897**

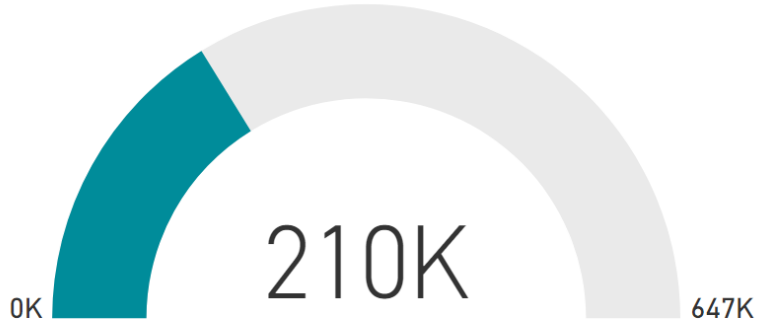
FY 2023-2024 SECOND QUARTER: AIRPORT OPERATING FUND

EXPENSES

Select Revenue or Expense

- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	324,362	131,790	41%
Contracted Services	254,950	52,538	21%
Operating Supplies & Equipment	67,850	25,449	38%
Total	**647,162**	**209,777**	**32%**



Airport Fund Relevant Information

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



Category	2022	2023	2024
Personnel & Benefits	132,567	101,381	131,790
Contracted Services	105,267	68,566	52,538
Operating Supplies & Equipm...	21,086	25,212	25,449
Total	**258,920**	**195,159**	**209,777**

Council-Regular Meeting **P2**

Meeting Date: 02/20/2024

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: February 20, 2024

Strategic Plan Focus Area:
Thriving Commerce, Vibrant Community, Cherished Heritage, Proactive Public Services, Healthy Lifestyles

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 for 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 2 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 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 **C1**

Meeting Date: 02/20/2024

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Dustin Ward, Development Engineering Division Manager

Date: February 20, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-014: Relating to Development; approving a release of assurances for Tangerine Business Park Blocks 1-10 and Common Areas and accepting public water improvements for maintenance (Jason Angell)

Discussion:

Tangerine Business Park Blocks 1-10 and Common Areas is located along the south side of Tangerine Road east of North Marana Tech Drive. The final plat was recorded in the Pima County Recorder's Office on February 10, 2012, at Sequence Number 20120410281.

The Town has multiple assurance agreements assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Tangerine Business Park Blocks 1-10 acceptable to town standards in accordance with the assurance agreements, including public infrastructure consisting of a potable water system and common areas which include the private streets within the subdivision.

If approved, this resolution will release the Tangerine Business Park assurances and accept the water system for maintenance.

Staff Recommendation:

Staff recommends approval of Resolution No. 2024-014.

Suggested Motion:

I move to adopt Resolution No. 2024-014, approving a release of assurances for Tangerine Business Park Blocks 1-10 and Common Areas and accepting public water improvements for maintenance.

Attachments

Resolution No. 2024-014

Location Map

MARANA RESOLUTION NO. 2024-014

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR TANGERINE BUSINESS PARK, BLOCKS 1-10 AND COMMON AREAS AND ACCEPTING PUBLIC WATER IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for Tangerine Business Park, Blocks 1-10, Parcel "A" (Well Site), Common Area "A" (Open Space), Common area "B" (N. Tangerine Business Place and West Section N. Tangerine Business Loop), and Common Area "C" (East Section N. Tangerine Business Loop) was recorded in the Pima County Recorder's Office on February 10, 2012 at Sequence 20120410281; and

WHEREAS the Town has a cash assurance agreement between Rancho Palomita Advisors, LLC (the "Subdivider"), Landmark Title Assurance Agency of Arizona, LLC, under Trust No. 18206-T, and Republic Services of Arizona Hauling, LLC, recorded in the Pima County Recorder's office on February 10, 2012 at Sequence 20120410282, assuring the completion of public and private? improvements for Tangerine Business Park Block 5 (the "Block 5 Assurance Agreement"); and

WHEREAS the Town has a substitute cash assurance agreement between the Subdivider and the Town of Marana, recorded in the Pima County Recorder's office on January 28, 2019 at Sequence 20190280260, assuring the completion of public and private improvements for Tangerine Business Park Blocks 9 and 10 (the "Blocks 9 and 10 Assurance Agreement"); and

WHEREAS the Town has a substitute third party trust assurance agreement between the Subdivider, Title Security Agency, LLC, under Trust No. 202023R, and the Town of Marana, recorded in the Pima County Recorder's office on July 24, 2020 at Sequence 20202060329, assuring the completion of public and private improvements for Tangerine Business Park Blocks 1-8 and Common Areas "A," "B," and "C" (the "Blocks 1-8 Assurance Agreement"); and

WHEREAS the Town has a substitute cash assurance agreement between the Subdivider and the Town of Marana, recorded in the Pima County Recorder's office on June 28, 2021 at Sequence 20211791260, assuring the completion of public and private improvements for Tangerine Business Park Blocks 7 and 8 (the "Block 7 and 8 Assurance Agreement"); and

WHEREAS together, the Block 5 Assurance Agreement, the Blocks 9 and 10 Assurance Agreement, the Blocks 1-8 Assurance Agreement, and the Block 7 and 8 Assurance Agreement are hereinafter referred to as the "Assurance Agreements"; and

WHEREAS the Subdivider has completed the private and public improvements for Tangerine Business Park Blocks 1-10 acceptable to Town standards in accordance with the Assurance Agreements.

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

Section 1. The Assurance Agreements are hereby released.

Section 2. The Town accepts for maintenance the potable water system serving Tangerine Business Park Blocks 1-10, consisting of approximately 4,624 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of February, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Location Map

20120410281
Sequence # ____

FINAL BLOCK PLAT
TANGERINE BUSINESS PARK

BLOCKS 1–10, PARCEL "A" (WELL SITE), COMMON AREA "A" (OPEN SPACE), COMMON AREA "B" (N. TANGERINE BUSINESS PLACE & WEST SECTION N. TANGERINE BUSINESS LOOP), AND COMMON AREA "C" (EAST SECTION N. TANGERINE BUSINESS LOOP)

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 3,402,453 SF, OR 78.11 ACRES.
2. THE PROPOSED NUMBER OF BLOCKS IS 10.
3. TOTAL AREAS :

GROSS:	78.11 ACRES
TANGERINE ROAD ROW DEDICATION AREA:	3.79 ACRES
DEDICATED WELL SITE AREA:	2.40 ACRES
NET AREA TOTAL:	71.92 ACRES
COMMERCE PARK USES (BLOCKS 1 – 4 & 6 – 8):	23.03 ACRES
INDUSTRIAL USES (BLOCKS 5 & 9 – 10):	21.98 ACRES
ROADS:	5.18 ACRES
COMMON AREA "A" – OPEN SPACE (NUOS):	17.65 ACRES
COMMON AREA "A" – OPEN SPACE (LANSCAPE BUFFER YARD):	0.28 ACRES
DEED RESTRICTED NATURAL UNDISTURBED OPEN SPACE (NUOS):	3.80 ACRES
NET AREA TOTAL:	71.92 ACRES

4. TOTAL MILES OF NEW PRIVATE STREETS INCLUDED IN THIS FINAL BLOCK PLAT IS 0.7.
5. THE MINIMUM LOT SIZE IS ONE ACRE.
6. BLOCK SIZES OF THIS SUBDIVISION ARE:
   MAXIMUM – 15.96 AC, MINIMUM – 1.32 AC, AVERAGE – 4.88 AC.
7. MAXIMUM ALLOWABLE BUILDING HEIGHT IS 50'.
8. BUILDING SETBACKS (INDUSTRIAL USES)

A.	FRONT:	30'
B.	SIDE:	20'
C.	REAR:	20'
D.	CORNER:	30'

BUILDING SETBACKS (COMMERCE PARK USES)

A.	FRONT:	30'
B.	SIDE:	20'
C.	REAR:	30'
D.	CORNER:	30'

9. THE PRIVATE STREETS WILL BECOME PUBLIC UPON CONSTRUCTION OF ALL SITE IMPROVEMENTS AND UPON ACCEPTANCE BY THE TOWN OF MARANA.
10. EXISTING ZONING IS "F" SPECIFIC PLAN CREATING THE RANCHO PALOMITAS SPECIFIC PLAN FOR NON–RESIDENTIAL USES.
11. THIS PLAT IS SUBJECT TO THE REZONING CONDITIONS ADOPTED BY ORDINANCE No. 2011.19.
12. PRIOR TO APPROVAL OF THE FIRST DEVELOPMENT PLAN, AN INTERNAL ROAD IMPROVEMENT PLAN MUST BE APPROVED BY THE TOWN FOR THE ENTIRE SITE.
13. THE AREA BETWEEN 100–YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100–YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS ACCEPTED BY THE FLOOD PLAIN ADMINISTRATOR.
14. NO FURTHER BLOCK SPLITTING SHALL BE DONE WITHOUT THE WRITTEN CONSENT OF THE MARANA TOWN COUNCIL.
15. BASIS OF BEARING: GEODETIC FROM GPS OBSERVATIONS. SAID BEARING BEING N89°36'22"E, ALONG THE NORTH LINE OF SECTION 4 BETWEEN THE FOUND MONUMENTS AT THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER.
16. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
17. THE WATER COMPANY THAT SHALL SERVE THIS SUBDIVISION IS THE TOWN OF MARANA UTILITIES DEPARTMENT.
18. A BUSINESS OWNERS ASSOCIATION SHALL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF COMMON AREA "A" (OPEN SPACE), COMMON AREA "B" (N. TANGERINE BUSINESS PLACE & WEST SECTION N. TANGERINE BUSINESS LOOP), COMMON AREA "C" (EAST SECTION N. TANGERINE BUSINESS LOOP), AND PRIVATE SEWERS.
19. ANY EXISTING UTILITIES THAT MAY HAVE TO BE RELOCATED AS A RESULT OF THIS DEVELOPMENT SHALL BE RELOCATED AT NO EXPENSE TO THE TOWN OF MARANA AND/OR PIMA COUNTY.

(GENERAL NOTES CONTINUED ON SHEET 2 OF 5)

CERTIFICATION OF SURVEY

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

J. LEONARD FONTES JR. RLS 22759

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 22759 — J. LEONARD FONTES JR. — ARIZONA U.S.A. — Expires 12/31/14

CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE 100 YEAR FLOOD PRONE LIMITS AND EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

RAUL F. PIÑA P.E. 15606

REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE NO. 15606 — Raul Francisco G. Piña — ARIZONA U.S.A. — Expires 12/31/12

CPE CONSULTANTS

CPE CONSULTANTS, LLC.
378 NORTH MAIN AVENUE
TUCSON, ARIZONA 85701
520.545.7001

(a) County of Recordation: PIMA
(b) Date of Recording: 02/10/2012
(c) Fee/Recording Number: 20120410281

Maps not picked up in 45 days will be recycled. FEB 10, 2012

ACCEPTANCE

TOWN OF MARANA APPROVALS

BY _____ P.E. — 2-10-12 DATE
MARANA TOWN / SUBDIVISION ENGINEER

_____ 2-10-12 DATE
MARANA PLANNING DIRECTOR, AICP

I, Jocelyn Bronson CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN AND COUNCIL OF THE TOWN OF MARANA ON THE 24th DAY OF January, 2012.

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST No. 18206–T FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC AS RECORDED IN SEQUENCE NO. 20120410281 AND PROVIDED TO GUARANTEE STREET INCLUDING MONUMENTS, DRAINAGE, AND UTILITY IMPROVEMENTS (ELECTRIC, TELEPHONE, GAS, CABLE TV, SEWER AND WATER) IN THIS SUBDIVISION WITH THE EXCEPTION OF BLOCK 5.

BY Patti Comerford — 2/10/2012 DATE
TOWN OF MARANA

ASSURANCE IN THE FORM OF A CASH ESCROW ACCOUNT FROM RANCHO PALOMITA ADVISORS, LLC HAS BEEN PROVIDED TO GUARANTEE DRAINAGE AND STREET IMPROVEMENT (INCLUDING MONUMENTS) AND UTILITY IMPROVEMENTS (ELECTRIC, TELEPHONE, GAS, SEWER AND WATER) FOR BLOCK 5.

BY Patti Comerford — 2/10/2012 DATE
TOWN OF MARANA

WATER ADEQUACY

THE SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY

Ann A Meadors — 2/9/12 DATE
UTILITY DIRECTOR, TOWN OF MARANA

PIMA COUNTY APPROVALS

_____ P.E. — 1.24.12 DATE
PIMA CO REGIONAL WASTEWATER RECLAMATION DEPARTMENT

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON. WE HEREBY DEDICATE TO THE PUBLIC ALL RIGHT–OF–WAYS SHOWN HEREON, INCLUDING ALL STREETS AND EASEMENTS. UTILITY EASEMENTS AS SHOWN HEREON ARE DEDICATED FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES AND SEWERS. EXCLUSIVE EASEMENTS FOR TOWN USES AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN OF MARANA. PARCEL "A" AS SHOWN HEREON IS DEDICATED AS A WELL–SITE TO THE TOWN OF MARANA

(I) (WE), THE UNDERSIGNED, (MY) (OUR) SUCCESSORS AND ASSIGNS, DO HEREBY SAVE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF SAID LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD, OR RAINFALL. IT IS FURTHER UNDERSTOOD AND AGREED THAT NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT APPROVAL OF THE MARANA TOWN COUNCIL.

PRIVATE SEWERS AND COMMON AREA, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, AND ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES. TITLE TO THE LAND OF COMMON AREAS AND PRIVATE SEWERS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL BLOCK OWNERS AS ESTABLISHED BY EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED IN SEQUENCE NO. 20120410281 IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY BLOCK OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE COMMON AREAS AND PRIVATE SEWERS WITHIN THIS SUBDIVISION, AS SHOWN HEREON.

TRUSTEE, LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, TRUST No. 18206–T.

BY _____ DATE: 1-26-12

STATE OF ARIZONA } S.S.
PIMA COUNTY }

ON THIS 26 DAY OF January 2012 BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED Lucy M Bridges WHO IS ACKNOWLEDGED TO BE THE TRUST OFFICER OR OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHERE I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC — 7/26/14 MY COMMISSION EXPIRES

RECORDING DATA

STATE OF ARIZONA } S.S.
COUNTY OF PIMA }

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF CPE CONSULTANTS, LLC AN ARIZONA LIMITED LIABILITY COMPANY ON THIS 10 DAY OF FEBRUARY 2011, AT 4:37 IN SEQUENCE NO. _____, AT PAGE ___ THEREOF.

F. ANN RODRIQUEZ
PIMA COUNTY RECORDER

Carol R McClain
BY DEPUTY

PIMA COUNTY RECORDER ARIZONA — FEE $54.00 — NO. 20120410281

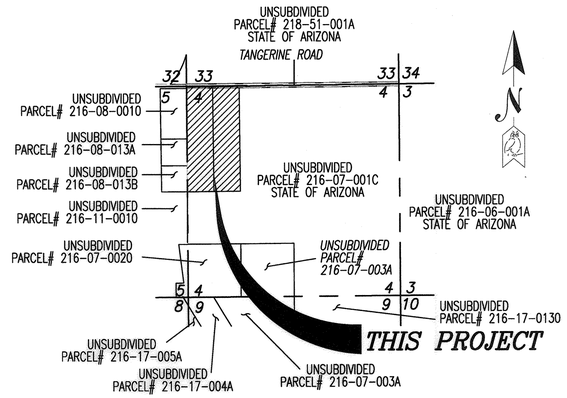
BENEFICIARY OF TRUST

RANCHO PALOMITA ADVISORS, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY
378 N. MAIN AVE
TUCSON, AZ 85701
CONTACT: MR. E. MICHAEL CARLIER
(520) 529–3800

E Mike Carlier — 1-26-12 DATE
BENEFICIARY OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, TRUST NO. 18206–T

SHEET INDEX

SHEET NO.	
1	COVER SHEET
2	PROJECT OVERVIEW AND SURVEY TIE DOWN SHEET
3–4	PLANVIEW SHEETS
5	LINE & CURVE TABLES



LOCATION MAP

SCALE: 3"=1 MILE
A PORTION OF THE WEST HALF OF THE NW ¼ OF SECTION 4, TOWNSHIP 12S, RANGE 12E, GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

- NOTHING FOUND OR SET
- NEW BCSM TO BE SET BY AN AZ RLS
- FOUND MONUMENT AS NOTED
- BLOCK PROPERTY CORNER TO BE SET BY AN AZ RLS
- *CENTERLINE*
- SECTION LINE
- EXISTING PARCEL LINE
- FL84 — EXISTING 100–YEAR FLOODPLAIN LIMITS WITH LINE ANNOTATION TAG
- EHS — 25–FOOT EROSION HAZARD SETBACK LINE
- EASEMENT LINE AS NOTED
- L125 — BLOCK LINES WITH ANNOTATION TAG
- BLOCK PLAT BOUNDARY
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- SHEET MATCH LINE
- BLOCK 5 — BLOCK NUMBER
- Q_{100} = 344 CFS — DRAINAGE CONCENTRATION POINT WITH Q_{100} – SEE KEYNOTES
- COMMON AREA "A" – OPEN SPACE (NUOS AND LANDSCAPE BUFFER YARD)
- DEED RESTRICTED OPEN SPACE
- COMMON AREA "B"
- COMMON AREA "C"

RELATED CASES: PCZ–06028, PRV–07093F, PCZ–10040

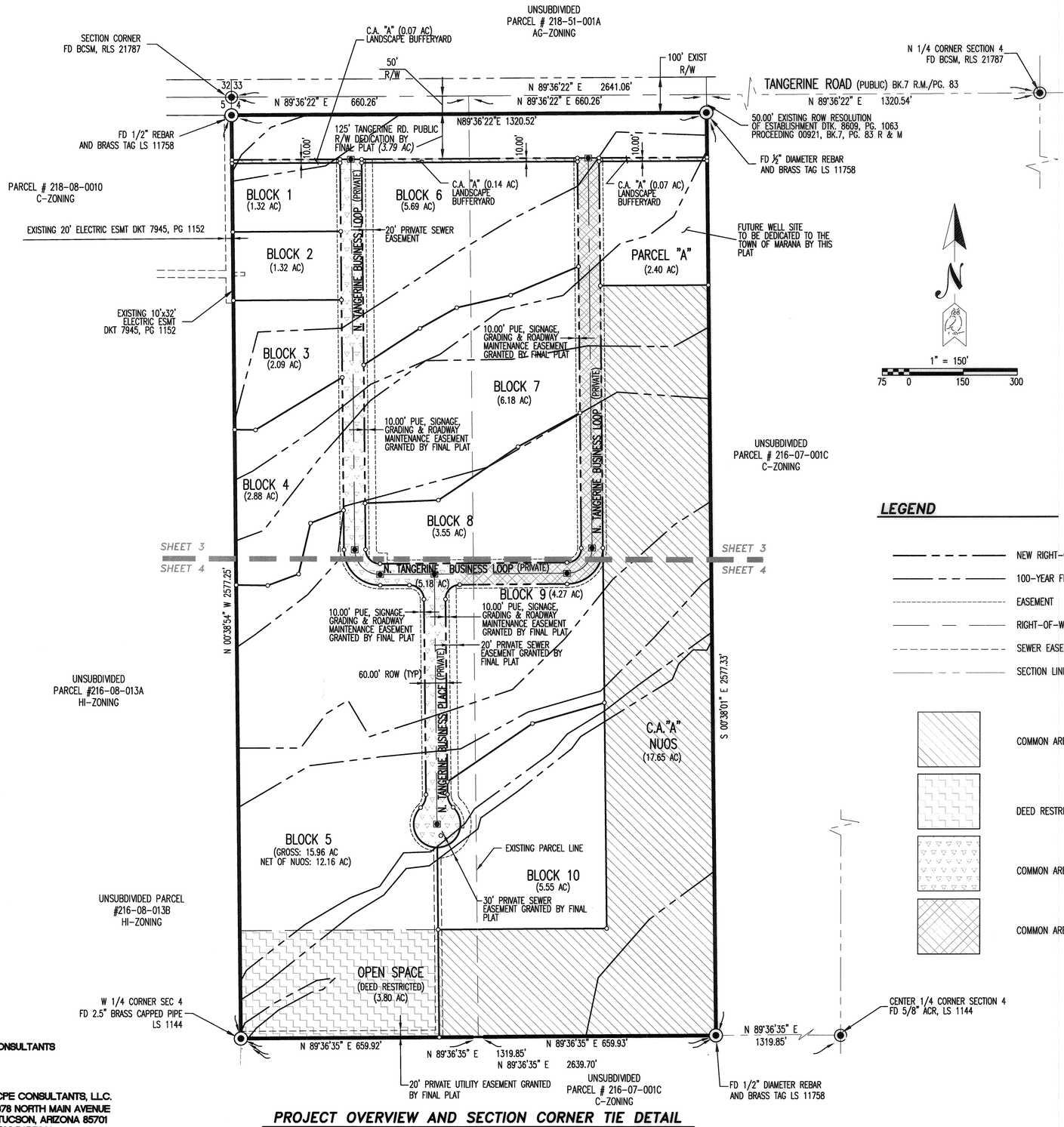
FINAL BLOCK PLAT
TANGERINE BUSINESS PARK
BLOCKS 1–10, PARCEL "A" (WELL SITE), COMMON AREA "A" (OPEN SPACE), COMMON AREA "B" (N. TANGERINE BUSINESS PLACE & WEST SECTION N. TANGERINE BUSINESS LOOP), AND COMMON AREA "C" (EAST SECTION N. TANGERINE BUSINESS LOOP)
A PORTION OF THE WEST HALF OF THE NW 1/4 OF SECTION 4, T12S, R12E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJECT CASE NUMBER: PRV–11048F

DATE: DECEMBER 2011
CPEC JOB NO. 270
SCALE: AS NOTED
SHEET 1 OF 5

20120410281–1
Sequence # ____

20120410281
Sequence # ____



PROJECT OVERVIEW AND SECTION CORNER TIE DETAIL

SCALE 1" = 150'

GENERAL NOTES (CONTINUED FROM PAGE 1)

20. ALL UTILITIES WILL BE PLACED UNDERGROUND.
21. CONSTRUCTION FENCING SHALL BE INSTALLED TO ASSURE THAT ALL AREAS REQUIRED TO REMAIN IN THEIR UNDISTURBED NATURAL STATE ARE PROTECTED DURING CONSTRUCTION.
22. DEVELOPER SHALL COVENANT TO HOLD THE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGE RELATED TO THE USE OF THIS DEVELOPMENT AS SHOWN HEREON. NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWING EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOW OR RAINFALL.
23. THE DESIGN SPEED IS 25 MPH FOR ALL PUBLIC STREETS. THE DESIGN VEHICLE FOR THIS PROJECT IS WB-40.
24. ALL TOWN OF MARANA STANDARD SURVEY MONUMENTS TO BE SET ARE SHOWN ON THIS FINAL PLAT.
25. THE 100-YEAR FREQUENCY FLOOD SHALL BE ENTIRELY CONTAINED WITHIN THE CONSTRUCTED DRAINAGE IMPROVEMENTS OR NATURAL DRAINAGEWAYS. DRAINAGE IMPROVEMENTS WILL BE CONSTRUCTED BY BLOCK OWNERS TO REDUCE THE WIDTH OF EXISTING FLOOD PLAINS SUBJECT TO NO DISTURBANCE OF THE 404 WASHES AND SUBJECT TO COMPLIANCE WITH THE ACCEPTED DRAINAGE REPORT FOR THE ENTIRE PROPERTY.
26. ACCEPTANCE OF THIS PLAT DOES NOT CERTIFY, AFFIRM, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
27. ALL WEATHER PAVED ACCESS SHALL BE INSTALLED AND SERVICEABLE PRIOR TO INTRODUCTION OF COMBUSTIBLE MATERIALS TO THE SITE.
28. FIRE HYDRANTS CAPABLE OF DELIVERING A MINIMUM FLOW OF 1,500 GALLONS PER MINUTE FOR 120 MINUTES SHALL BE ACCEPTED, INSTALLED, TESTED AND SERVICEABLE PRIOR TO THE INTRODUCTION OF COMBUSTIBLE MATERIALS TO THE SITE.
29. FIRE DEPARTMENT ACCESS ROADS SHALL BE SIGNED ACCORDING TO APPENDIX D OF THE 2006 INTERNATIONAL FIRE CODE. THE LOCATION OF REQUIRED "NO PARKING – FIRE LANE" SIGNS SHALL BE DETERMINED ON THE IMPROVEMENT PLAN FOR ACCEPTANCE.
30. ALL BLOCKS WITHIN THIS SUBDIVISION WILL NEED A FLOOD PLAIN USE PERMIT. EROSION PROTECTION FOR INDIVIDUAL BLOCKS IS THE RESPONSIBILITY OF THE BLOCK OWNERS.
31. GRADING PLANS SHALL COMPLY WITH TERMS AND CONDITIONS OF THE 404 ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT.
32. THE DEVELOPER/OWNER SHALL CONNECT TO SEWER LINES AS ACCEPTED BY THE UTILITY DIRECTOR. THIS CONNECTION WILL BE DONE AT THE OWNER'S EXPENSE.
33. ENTIRE SITE IS LOCATED WITHIN FEMA FLOOD PLAIN DESIGNATION AO: DEPTH=1 F, VELOCITY =3 FPS (FIRM PANEL No 04019C1045L). EXISTING FLOOD PLAINS SHOWN ON THIS BLOCK PLAT WERE CALCULATED ACCORDING TO THE REQUIREMENTS OF MARANA DEVELOPMENT ENGINEERING DEPARTMENT AND ACCEPTED BY THE TOWN MAYOR & COUNCIL ON SEPTEMBER 3, 2008.
34. THE TOWN REQUIRES THE DEDICATION OF A MINIMUM 2.4 ACRE WELL SITE COINCIDENTALLY WITH OR SUBSEQUENT TO THE TANGERINE RD. ROW DEDICATION. THE TOWN MAY DEMAND DEDICATION OF THE WELL SITE BY SEPARATE INSTRUMENT PRIOR TO ACCEPTANCE OF THE FINAL PLAT OR AT THE TIME OF APPROVAL OF THE FINAL PLAT.
35. THE OWNER/DEVELOPER WILL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF EASTBOUND RIGHT-TURN DECELERATION LANES AND A CONTINUOUS CENTER LEFT-TURN LANE ON TANGERINE ROAD TO SERVE BOTH PROPOSED PROJECT DRIVEWAYS.
36. THE OWNER/DEVELOPER WILL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF A TRAFFIC CONTROL SIGNAL ON TANGERINE ROAD AT THE EASTERNMOST PROJECT DRIVEWAY WHEN WARRANTED BY A TOWN TRAFFIC STUDY.

LEGEND

- NEW RIGHT-OF-WAY
- 100-YEAR FLOODPLAIN
- EASEMENT
- RIGHT-OF-WAY CENTERLINE
- SEWER EASEMENT
- SECTION LINE
- COMMON AREA "A"
- DEED RESTRICTED OPEN SPACE
- COMMON AREA "B"
- COMMON AREA "C"

PERMITTING NOTES

SEWAGE DISPOSAL FOR LOTS 1 – 10 WILL BE INDIVIDUAL ON-SITE SEWAGE DISPOSAL SYSTEMS.

ON-SITE SEWAGE DISPOSAL SYSTEMS FOR ALL LOTS SHALL REQUIRE DESIGN ON AN INDIVIDUAL BASIS BY AN ENGINEER REGISTERED IN THE STATE OF ARIZONA. LOTS 1 – 10 MAY REQUIRE ALTERNATE DESIGN ON -SITE SEWAGE DISPOSAL SYSTEMS.

PRIOR TO CONSTRUCTION ON LOTS 1 – 10, A NOTICE OF INTENT TO DISCHARGE SHALL BE SUBMITTED TO PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY IN ORDER TO RECEIVE REQUIRED CONSTRUCTION AUTHORIZATION.

ON-SITE SANITARY SEWERS WILL INITIALLY BE PRIVATE AND WILL BE CONSTRUCTED, OPERATED AND MAINTAINED ON A PRIVATE BASIS. THE LOCATION AND METHOD OF CONNECTION TO FUTURE PUBLIC SEWER LINES IS SUBJECT TO REVIEW AND APPROVAL BY THE TOWN OF MARANA AND/OR PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT. THE OWNER/DEVELOLPER OF LOTS 1 – 10 ACKNOWLEDGES THAT EACH LOT WILL INITIALLY BE SERVED BY TEMPORARY PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEMS. THE OWNER/DEVELOPER OF LOTS 1 – 10 AGREE TO CONNECT ON-SITE FACILITIES TO THE PUBLIC SANITARY SEWER WITHIN 30 CALENDAR DAYS OF THE PUBLIC SYSTEM BECOMING AVAILABLE FOR CONNECTION. TO ACCOMOODATE THE CONNECTION, A PLUMBING PERMIT WILL BE REQUIRED, INCLUDING THE PAYMENT OF THEN APPLICABLE SEWER CONNECTION FEES, AND THE PHYSICAL ABANDONMENT OF EXISTING PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEMS.

ANY WASTEWATER DISCHARGED INTO THE PUBLIC SANITARY SEWERAGE SYSTEM SHALL MEET THE REQUIREMENTS OF THE INDUSTRIAL WASTE ORDINANCE (PIMA COUNTY ORDINANCE NO. 1991-140, AS AMENDED).

CPE CONSULTANTS
AT THE OWL'S CLUB
CPE CONSULTANTS, LLC.
378 NORTH MAIN AVENUE
TUCSON, ARIZONA 85701
520.545.7001

REGISTERED LAND SURVEYOR CERTIFICATE NO. 22759 J. LEONARD FONTES JR. STATE OF ARIZONA U.S.A. Expires 12/31/14

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 15606 Raul Francisco G. Piño STATE OF ARIZONA U.S.A. Expires 12/31/12

RELATED CASES: PCZ-06028, PRV-07093F, PCZ-10040

FINAL BLOCK PLAT

TANGERINE BUSINESS PARK

BLOCKS 1–10, PARCEL "A" (WELL SITE), COMMON AREA "A" (OPEN SPACE), COMMON AREA "B" (N. TANGERINE BUSINESS PLACE & WEST SECTION N. TANGERINE BUSINESS LOOP), AND COMMON AREA "C" (EAST SECTION N. TANGERINE BUSINESS LOOP)

A PORTION OF THE WEST HALF OF THE NW 1/4 OF SECTION 4, T12S, R12E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJECT CASE NUMBER: PRV-11048F

DATE	
DECEMBER 2011	
CPEC JOB NO. 270	
SCALE: 1"=150'	
SHEET 2	OF 5

20120410281-2 Sequence # ____

Council-Regular Meeting **C2**

Meeting Date: 02/20/2024

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: February 20, 2024

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
Focus Area 5: Proactive Public Service

Goal: Foster a workplace culture that attracts, retains, and motivates a talented workforce.

Subject: Resolution No. 2024-015: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves, Section 4-1-5 "Request for Vacation Leave" and Chapter 5 - Work Rules and Employee Discipline, Policy 5-1 "Hours of Work" and Section 5-5-5 "Grounds for Disciplinary Action" (Curry C. Hale)

Discussion:

The proposed revision to Section 4-1-5 "Request for Vacation Leave" adds language that states supervisors must formally approve vacation leave requests in advance of employees taking vacation leave, but supervisors can deny the request based on a number of factors, including, but not limited to, Town needs and staffing requirements.

The proposed revision to Section 5-1-3 "Absences and Tardiness" deletes the statement "or take leave without pay."

The proposed revision to Section 5-1-5 specifies that it now addresses "Discretionary Leave without Pay" and adds language defining discretionary leave without pay, adding a timeline to make a request for discretionary leave without pay, and deletes

language to make the section clearer.

The proposed revision to Section 5-5-5 "Grounds for Disciplinary Action" adds the language "or approved leave" to subsection "L".

Staff Recommendation:

Staff recommends approval of amendments to the Town's Personnel Policies and Procedures, Chapter 4 - Employment Benefits and Leaves and Chapter 5 - Work Rules and Employee Discipline.

Suggested Motion:

I move to adopt Resolution No. 2024-015, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves, Section 4-1-5 "Request for Vacation Leave" and Chapter 5 - Work Rules and Employee Discipline, Policy 5-1 "Hours of Work" and Section 5-5-5 "Grounds for Disciplinary Action."

Attachments

Resolution No. 2024-015

Exhibit A to Resolution

Exhibit B to Resolution

MARANA RESOLUTION NO. 2024-015

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 4 - EMPLOYMENT BENEFITS AND LEAVES, SECTION 4-1-5 "REQUEST FOR VACATION LEAVE" AND CHAPTER 5 – WORK RULES AND EMPLOYEE DISCIPLINE, POLICY 5-1 "HOURS OF WORK" AND SECTION 5-5-5 "GROUNDS FOR DISCIPLINARY ACTION"

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

WHEREAS the Town Council adopted Personnel Policies and Procedures via Town of Marana Ordinance 99.12 and Resolution 99-38 on May 18, 1999, which have been amended from time to time; and

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

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

SECTION 1. Section 4-1-5, entitled "Request for Vacation Leave" of the Town's Personnel Policies and Procedures, is hereby amended as set forth in Exhibit A attached to this resolution, with additions shown with double underlining.

SECTION 2. Policy 5-1 entitled "Hours of Work" and Section 5-5-5 entitled "Grounds for Disciplinary Action," of the Town's Personnel Policies and Procedures are hereby amended as set forth in Exhibit B attached to this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of February, 2024.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

MARANA AZ

CHAPTER 4

EMPLOYMENT BENEFITS AND LEAVES

POLICY 4-1 VACATION LEAVE

[No revisions to Sections 4-1-1 through 4-1-4]

Section 4-1-5 Request for Vacation Leave

A. Eligible employees may request to use vacation leave after 180 days of employment. The Department Head has discretion to approve a request for vacation leave prior to 180 days of employment.

1. If an eligible employee is approved for administrative leave for medical purposes prior to completing 180 days of employment, the employee may request to use vacation leave.

B. Employees shall submit vacation leave requests to their supervisor before taking any time off. Requests will be reviewed and can be denied based on a number of factors, including, but not limited to, Town needs and staffing requirements. Supervisors must formally approve vacation leave requests in advance of employees taking vacation leave.

[No revisions to Sections 4-1-6 and 4-1-7]

[NO REVISIONS TO POLICIES 4-2 THROUGH 4-16] [

MARANA AZ

CHAPTER 5

WORK RULES AND EMPLOYEE DISCIPLINE

POLICY 5-1 HOURS OF WORK

An employee is expected to work the days and hours necessary to perform all assigned responsibilities and tasks in order to provide continuity of services to citizens and to facilitate teamwork and supervision. Attendance is an essential function of every Town position and shall be a consideration in determining promotions, transfers, satisfactory completion of performance periods and continued employment with the Town.

[No revisions to Sections 5-1-1 and 5-1-2]

Section 5-1-3 Absences and Tardiness

A. Advance notice of all absences is expected. Employees shall provide notice of scheduled absences as far in advance of the absence as possible. Employees shall provide notice of unscheduled absences before the scheduled start of their work day. If the employee is physically unable to notify his or her supervisor within the time frame required by this policy, the employee shall provide notice as soon as possible.

B. Advance notice of anticipated tardiness is expected. Employees shall provide notice of anticipated tardiness as far in advance of the tardiness as possible. Employees shall provide notice of unanticipated tardiness as soon as possible. The employee's supervisor shall determine if work time lost due to tardiness may be made up by the employee or if the employee will be required to use accrued leave balances ~~or take leave without pay~~. If authorized by the employee's supervisor, the employee may make up work time lost due to tardiness only during the work week in which it occurs.

C. Notification of an unscheduled absence or tardiness by another employee, friend or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.

D. Generally, unless provided otherwise by a written department procedure, employees are expected to speak with their direct supervisor regarding an unscheduled absence or tardiness within the time-frames provided by this section.

E. Poor attendance and frequent tardiness are disruptive to the provision of Town services and may lead to disciplinary action, up to and including termination of employment.

[No revisions to Section 5-1-4]

Section 5-1-5 Discretionary Leave without Pay

A. Employees are expected to responsibly use and manage their vacation, sick, and managed time off (MTO) leave balances and maintain appropriate leave balances for their use.

B. ~~A~~ Discretionary-leave without pay ~~for time off~~ in excess of the employee's vacation, sick and/or MTO leave balances is inconsistent with the general needs and requirements of the Town~~, unless the leave is part of an approved FMLA or administrative leave, or is due to a workplace injury qualifying for workers' compensation benefits~~.

C. Employees may request discretionary leave without pay by submitting a leave request to the Department Head. Requests for discretionary leave without pay shall be submitted as far in advance of the requested leave as possible.

D. Requests for discretionary leave without pay must be approved in writing by the Department Head, in consultation with the Human Resources Director or designee. Requests may be denied at the discretion of the Department Head. Employees must have submitted and received approval of a request for discretionary leave without pay at least one day in advance of taking discretionary leave without pay.

E. The decision to deny discretionary leave without pay is not subject to review under the personnel action review procedures set forth in Chapter 5 of these Personnel Policies and Procedures or within any other Town policy or procedure.

F. For purposes of this policy, "discretionary leave without pay" is leave without pay that is not part of an approved FMLA or administrative leave, or is not due to a workplace injury qualifying for workers' compensation benefits.

[NO CHANGES TO POLICIES 5-2 THROUGH 5-4]

POLICY 5-5 DISCIPLINE SYSTEM

Each supervisor shall have the responsibility and authority, with the approval of the Department Head and/or General Manager, to administer appropriate discipline to subordinates using a positive progressive discipline process as a corrective measure.

[No revisions to Sections 5-5-1 through 5-5-4]

Section 5-5-5 Grounds For Disciplinary Action

Grounds for disciplinary action, up to and including termination, include, but are not limited to, the following:

A. Dishonesty, including, but not limited to, intentionally giving false information, intentionally falsifying records or making false statements when applying for employment, lying to supervisors in connection with the employee's job, or an investigation, giving false information or lying about the reason for an absence from work, or falsifying time entries or leave requests.

B. Discrimination or failure to abide by Equal Employment Opportunity regulations, including sexual or other harassment of a protected class.

C. Reporting to work under the influence of alcohol or drugs or using such substances while on Town property or other violation of the Town's Drug- and Alcohol-Free Workplace Policy.

D. Theft or removal of Town money, merchandise or property, including property in the custody of the Town, without permission.

E. Unauthorized or unlawful possession of firearms, other weapons or explosives in Town facilities or while on Town business.

F. Conviction of a criminal offense.

G. Acts of workplace violence, including violence or threats of violence in the workplace or against other employees or members of the public.

H. Insubordination; failure to follow the orders of one's supervisor(s).

I. Failure to maintain the minimum qualifications of the employee's position.

J. Inability to perform the full essential functions of the employee's regular position, with or without a reasonable accommodation, for greater than 12 months in a 24-month period, as defined in these Personnel Policies and Procedures.

K. Failure to uphold the Town's Cultural Values.

L. Being absent from work without permission or approved leave or failure to report to the supervisor, Department Head or General Manager when one is absent.

M. Being habitually absent or tardy for any reason.

N. Making recordings of conversations or other activities in the workplace without authorization or explicit consent to the recording.

O. Inability or unwillingness to perform the assigned job; failure to perform assigned work in an efficient or effective manner.

P. Participation in prohibited political activities.

Q. Acceptance of fees, gifts or other valuable items in the performance of the employee's official duties for the Town.

R. Any action, on or off the job, bringing discredit to the Town.

S. Violation of any Town policies, administrative directives, or ordinances, or state or federal law.

T. Violating safety rules and regulations; being wasteful of material, property or working time; failure to observe proper security or safety procedures.

U. Inability to get along with fellow employees so that the work being done is hindered and not up to required levels; speaking critically or making derogatory or false accusations so as to discredit other employees or supervisors.

V. The use of profanity or abusive language towards a fellow employee or member of the general public while performing official duties as a Town employee.

W. Divulging or misusing confidential information, including removal from Town premises without proper authorization of any employee lists, records, designs, drawings or confidential information of any type.

X. Improper use of the Town's electronic storage and communications equipment, as set forth in these Personnel Policies and Procedures and any administrative directives established by the Town Manager.

Y. Failure to effectively supervise employees. Supervisors are responsible for the proper conduct of their assigned employees and the functional work activities under their control. As necessary, supervisors should strive to review, document, and take appropriate action in matters within 30 working days, or as soon as practicable.

Z. Such other act, error or omission detrimental to the mission of the Town.

[No revisions to Sections 5-5-6 through 5-5-8]

[NO CHANGES TO POLICIES 5-6 THROUGH 5-8]

Council-Regular Meeting **C3**

Meeting Date: 02/20/2024

To: Mayor and Council

Submitted For: Jing Luo, Water Director

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

Date: February 20, 2024

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2024-016: Relating to Utilities; approving and authorizing the Mayor to sign the Intergovernmental Agreement between the Town of Marana and Pima County for the Bike Path Construction & Cost Sharing (Jing Luo)

Discussion:

The proposed 24-inch Twin Peaks interconnect project (the "Project") connects Marana Water's Hartman Vistas water service area with the Picture Rocks water service area and consolidates the two systems, enhancing their resiliency and efficiency. The Project will also facilitate the maintenance of the Continental Reserve Reservoir.

The Project includes the installation of approximately 6,200 linear feet of 24" pipe and a Jack and Bore crossing of Twin Peaks Boulevard. The majority of the pipeline will be laid along the Santa Cruz River, underneath and adjacent to the existing shared use path. This path will be relocated in collaboration with Pima County and Pima County Flood Control District as a necessary component of the Project. As part of this relocation effort, the replacement of soil cement channel banks at several locations is also necessary.

In 2018, the Town entered into an intergovernmental agreement with Pima County to formalize their relationship regarding the shared use path. The proposed intergovernmental agreement involves the partnership between the Town and the County for the relocation of approximately 3,000 feet of the shared use path. If approved, the agreement provides that Pima County will design and construct the path

relocation and the Town will reimburse the County for 50% of the project's construction costs.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	Y
Amount:	$300,000

The Town's share of the project's construction costs is estimated at $300,000. The path relocation is an integral part of the Twin Peaks/Picture Rocks Interconnect project included in the Town's Water Infrastructure, Water Resources, and Water Reclamation Impact Fee Report dated January 3, 2023, and will be funded by water impact fees.

Staff Recommendation:

Staff recommends approval of Resolution No. 2024-016.

Suggested Motion:

I move to adopt Resolution No 2024-016, approving and authorizing the Mayor to sign the Intergovernmental Agreement between the Town of Marana and Pima County for the Bike Path Construction & Cost Sharing.

Attachments

Resolution No. 2024-016
Exhibit A to Resolution

MARANA RESOLUTION NO. 2024-016

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR THE BIKE PATH CONSTRUCTION & COST SHARING

WHEREAS Pima County is authorized pursuant to A.R.S. §§ 11-951 and 11-932 to own real property and to develop, operate, and maintain parks and trail systems for the benefit of its residents; and

WHEREAS the Town of Marana is authorized pursuant to 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; and

WHEREAS on October 16, 2018, the County and the Town entered into and 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), under which, the Town is responsible for the maintenance of all shared use path and trailhead assets along the Santa Cruz River trails system located north of the south right-of-way line of Ina Road; and

WHEREAS the Town and the County desire to formalize their partnership for the relocation of approximately 3,000 feet of the shared use path with the County being responsible for the design and construction of the path relocation and the Town being responsible for 50% of the project's construction costs; and

WHEREAS to that end, the County and the Town now desire to enter into the Intergovernmental Agreement between the Town of Marana and Pima County for the Bike Path Construction & Cost Sharing.

WHEREAS the Mayor and Council find that the terms and conditions of the agreement are in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Intergovernmental Agreement between the Town of Marana and Pima County for the Bike Path Construction & Cost Sharing, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are

hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of February, 2024.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Intergovernmental Agreement between the Town of Marana and Pima County for the Bike Path Construction & Cost Sharing

This Intergovernmental Agreement ("Agreement") is entered into by and between the Town of Marana ("Town"), an Arizona municipal corporation and Pima County, Arizona, a body politic and corporate ("County"), pursuant to Arizona Revised Statutes Section (A.R.S.) § 11-952. Town and County are together referred to in this Agreement as the "Parties."

Recitals

A. Town is authorized by A.R.S. §§ 48-572(5), 9-276, and 9-494 to construct, reconstruct or acquire parks, and trail systems.

B. Pima County Flood Control District ("District") is authorized by A.R.S. §§ 48-3603 and 48-3624 to construct, operate, and maintain flood control works and storm-drainage for the benefit of the District; preserve and restore floodplains; construct, operate, and maintain incidental linear-park facilities; acquire property for those purposes; and cooperate with municipalities in constructing flood-control projects and regulating floodplains.

C. County is authorized pursuant to A.R.S. §§ 11-951 and 11-932 to own real property and to develop, operate, and maintain parks and trail systems for the benefit of its residents.

D. In 2013, County, Town, and District entered into a License Agreement (CTN-PW-13*175) under which Town has developed and maintained trails upon certain County- and District-owned properties for the benefits of the residents of Town and County.

E. Thereafter, in 2018, County, Town, and District entered into an Intergovernmental Agreement (CTN-PW-19*046) [hereinafter "2018 IGA"] to formalize the relationship among County, Town, and District for the development, operation and maintenance of certain trails and trailheads located on County and District properties. County and District further desired to grant Town a right of entry over those County and District owned properties to allow Town to undertake its construction, maintenance, and development activities with regard to the recreational trails and trailheads on those properties.

F. The Parties now desire to enter into this Intergovernmental Agreement to formalize the relationship among the Parties for the construction of approximately 3,000 ft of the loop asphalt path on County and District properties referenced in the 2018 IGA under the cost-sharing arrangement as described in 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, agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the Parties' responsibilities related to the construction of a portion of a loop asphalt path and cost-sharing terms related to the construction. Specifically, it is the understanding of the Parties that County's contractor will install approximately 3,000 ft of the bicycle loop asphalt path on County and District properties as preliminarily illustrated in the project area map attached to and incorporated herein by this reference as Exhibit A and as referenced in the 2018 IGA (the "Project"). As set

forth in Section 2 below, construction details, including the exact location of the path, are still under design and subject to change. To that end, Exhibit A is attached and included in this Agreement for reference and illustrative purposes only. Town will reimburse County for 50% of the construction costs related to the Project upon County invoice as set forth by the terms of this Agreement.

2. **Design and Construction Responsibilities.** County is responsible for Project design. County is preparing or will prepare any necessary plans and specifications ("Project Plans"). County will provide Town an opportunity to review and comment on the Project Plans as they are developed, but final responsibility for and approval of the Project Plans rests with County. County may opt out of the design or construction of any Project element upon discovering one or more environmental issues, species, cultural resources, or third-party property rights acquisition costs that in County's judgment may cause County to exceed its anticipated budget for the particular project element. Should the County elect to opt out of design or construction of the Project, Town shall be relieved of its obligations under this Agreement.

    1. *Environmental Compliance*. County will prepare and incorporate into the planning and design 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 (such as the cactus ferruginous pygmy-owl), and compliance with the National Pollutant Discharge Elimination System (including preparation of a Storm Water Pollution Prevention Plan). County will obtain any necessary Corps of Engineer permits and or approvals.

    2. *Cultural Resources*. County shall ensure that potential impacts to cultural resources are evaluated and treated in accordance with applicable local, state, and federal historic preservation laws and regulations, including County Board of Supervisors Policy C3.l 7. Prior to any ground disturbance, County shall ensure that a cultural resources Class III inventory survey is conducted, all cultural resources are fully recorded and assessed for their eligibility to the Arizona and National Registers of Historic Places, and recommendations made regarding the mitigation of cultural resources that cannot be avoided by the project causing the ground disturbing activities. Any mitigation of impact to cultural resources must be in accordance with all application local, state, and federal historic preservation laws and regulations. All cultural resources reports, plans, and recommendations must be reviewed by the Pima County Office of Sustainability and Conservation cultural resources division, and by appropriate state and federal agencies as required. Cultural Resources mitigation must be satisfactorily completed prior to any ground disturbing activities commencing. County shall ensure that A.R.S. § 41-844 is followed to protect human burials that may be uncovered as a result of ground disturbing activities.

3. **Construction.** County shall let and administer any construction contracts for the Project in accordance with the requirements of Arizona Revised Statutes Title 34 and in accordance with a Construction Schedule to be reviewed and approved by Town, County, as applicable, as set forth below, before any work on County or District property commences. County shall have the usual rights and obligations of the owner of a public construction contract. County shall hire a contractor to install the improvements in accordance with the Project Plans. The County

and Town shall share equally on the cost of the Project subject to the provisions of Section 11 of this Agreement.

1. *Construction Schedule*. County is responsible for preparing a construction schedule (the "Construction Schedule") showing the anticipated timing and duration of each stage of construction. County shall establish a final Construction Schedule and provide it to Town as applicable within thirty (30) days after County awards a construction contract for any work on the Project.

2. *Signage*. County and Town have the right to install signage at the construction site in a location of their choosing, provided that the sign does not interfere with the construction, announcing that the Project is a County and Town project, and listing the names of the members of the Board of Supervisors, Board of Directors and Mayor and Council as applicable.

4. **Utility Relocations.** County is responsible for coordinating all utility relocations. County and Town are responsible for the shared cost to relocate Town- and County-owned utilities, and for the cost to relocate all other utilities for which the owner has a prior right that causes the utility owner not to be legally responsible for utility relocation costs.

5. **Rights of Way and Easements.** The Parties believe that existing County- or District-owned property and easements constitute all necessary rights-of-way and easements necessary to complete the Project and thereafter maintain any trail and trailhead improvements. To the extent any property rights must be acquired from third parties to complete the Project, County is solely responsible for acquiring those property rights, either by purchase or through its power of eminent domain. Town will provide County with any records or documents in their possession that will assist County in acquiring any property interests necessary for the Project.

6. **Right of Entry.** Pursuant to Section 7 of the 2018 IGA, Town may enter upon the County-owned and District-owned Properties as shown on the Project Plans for planning, construction, and maintenance purposes related to the Project.

7. **Project Permits.** County shall obtain any approvals, permissions, or permits necessary for the Project. Town will provide to County, at no cost to County, any Town clearances or permits necessary for County to construct the Project.

8. **Public Participation.** County will cooperatively manage any public participation processes for the Project. County will coordinate all public participation activities with Town and will coordinate all public meetings on the Project.

9. **Project Manager and Representatives.** County will furnish a Project Manager for the Project and Town will designate a representative (the "Town Liaison") to be a liaison with the County's Project Manager during construction of the Project. The Project Manager will coordinate as appropriate with Town representatives during construction of the Project.

10. **Disputes.** In the event the Project Manager and Town Liaison disagree on any aspect of the Project, the Regional Wastewater Reclamation Department ("Department") Director and the Director of the Town Parks and Recreation Department, or their designees, shall meet within ten (10) 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 Department Director, Project Manager, and the Town Manager, and/or their designees will meet within ten (10) calendar days to attempt to reach a mutually agreeable resolution, unless the Parties agree upon another time frame 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, this Agreement will terminate.

11. **Financing of the Project.** Town shall reimburse County for 50% of the Project construction costs related to the loop work performed by County's contractor for the areas specified in the Project Plans within thirty (30) days of receiving an invoice from County.

12. **Regulation of the Project during Construction.** County has responsibility for and control over the Project during construction.

13. **Inspection.** Town may inspect any portion of the Project construction for substantial compliance with drawings and specifications. Additionally, Town may inspect any portion of the completed project for maintenance compliance. In the event Town inspection or comments from users indicates a safety concern, Department shall be responsible for taking all action and expense necessary to remedy the issue. Department will allow official Town representatives reasonable access to the Project site during construction. The Project Manager and Town inspectors will cooperate and consult with each other during Project construction.

14. **Maintenance.** Town will be responsible for maintenance of the portion of the loop constructed under this Intergovernmental Agreement and shown in the Project Plans. At a minimum, the Town's maintenance obligations pursuant to this Agreement shall be consistent with the Scope of Maintenance document attached to the 2018 IGA as Exhibit B.

15. **Ownership of Improvements.** District or County will own all improvements installed as part of the Project as their underlying property ownership interests may appear. If third-party property rights are acquired pursuant to Section 5 above, Town will own all such property rights and improvements located in the town limits of the Town, and County will own any other property rights and improvements.

16. **Term and Termination.**

    1. *Term.* This Agreement is effective on the date of the last signature of a party ("Effective Date"). The terms of this Agreement that pertain to design and construction expire on final completion and acceptance of the Project by Town.

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

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

ii. Conflict of Interest. This Agreement may be terminated for 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 will automatically terminate if, for any reason, Town or County fail to appropriate sufficient funds to design, construct, or maintain the Project or to perform any other obligation of any party hereunder.

17. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) [hereinafter collectively referred to as "claims"] for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentional wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.

18. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

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

2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of $2,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

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

4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

5. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section.

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

20. **Construction of Agreement.**

1. *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.

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

3. *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.

4. *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.

5. *Severability*. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action will 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 the Agreement are severable. In the event that any 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.

21. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of Town or County.

22. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between any party and any other party's employees, except as and only to the extent expressly provided for in Section 24 below. No party is liable for any debts, accounts, obligations or other liabilities whatsoever of the others, including (without limitation) the other parties' obligations to withhold Social Security and income taxes for itself or any of its employees.

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

24. **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 any 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.

25. **Compliance with Laws.** The Parties will comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.

    1. *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.

    2. *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.

    3. *Legal Arizona Workers Act Compliance*.

        i. Each party warrants to the others that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the warranting party's employment of its employees, and with the requirements of A.R.S. § 23-214(A)

(together, the "State and Federal Immigration Laws"). Each party further agrees to ensure that each contractor who performs work associated with this Agreement (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

ii. Each party will further require that each contractor who performs work subject to this Agreement advises each subcontractor of the party's rights, and the subcontractor's obligations, with respect to this subsection, by including a provision in each subcontract substantially in the following form:

> "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that [County, District or Town] may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

iii. Any breach of the warranty of compliance with the State and Federal Immigration Laws by either party, by that party's contractor doing work subject to this Agreement, or by a subcontractor of that party's contractor doing work subject to this Agreement shall be deemed to be a material breach of this Agreement subjecting the breaching party to penalties up to and including suspension or termination of this Agreement. A party in breach of the warranty of compliance with State and Federal Immigration Laws shall further be liable to the other party for any additional costs attributable directly or indirectly to remedial action under this subsection.

26. **Waiver.** Waiver by any party of any breach of any term, covenant or condition herein contained is not 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.

27. **Force Majeure.** A party is not 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. Any party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

28. **Notification.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail

addressed as follows (or at such other address as may be identified by a party in writing to the other party):

Town:
Town of Marana

Attn: Town Manager
Marana Municipal Complex
11555 W Civic Center Dr
Marana AZ 85653

With a copy to:
Town of Marana
Attn: Town Attorney
Marana Municipal Complex
11555 W Civic Center Dr
Marana AZ 85653

County:
Real Property Services Administrator
Attn: Manager
201 N. Stone, 6th Floor
Tucson, AZ 85701

Regional Wastewater Reclamation Department:
Jackson Jenkins, Director
201 N. Stone Avenue
Public Works Building, 8th Fl
Tucson, AZ 85701

With copies to:
County Administrator
130 West Congress St., 10th Floor
Tucson, Arizona 85701

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

29. **Remedies.** Either 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.

[Signature Page Follows.]

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

TOWN OF MARANA, an Arizona municipal corporation

Ed Honea, Mayor

Date

Attest:

Town Clerk

Approved as to Content:

Jim Conroy, Director, Marana Parks & Recreation

PIMA COUNTY

Adelita S. Grijalva, Chair, Board of Supervisors

Date

Attest:

Melissa Manriquez, Clerk of the Board

Approved as to Content:

Jackson Jenkins, Director, Pima County Regional Wastewater Reclamation Department

Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.RS. § 11-952 by the undersigned, each of whom 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 party represented by the undersigned.

PIMA COUNTY:

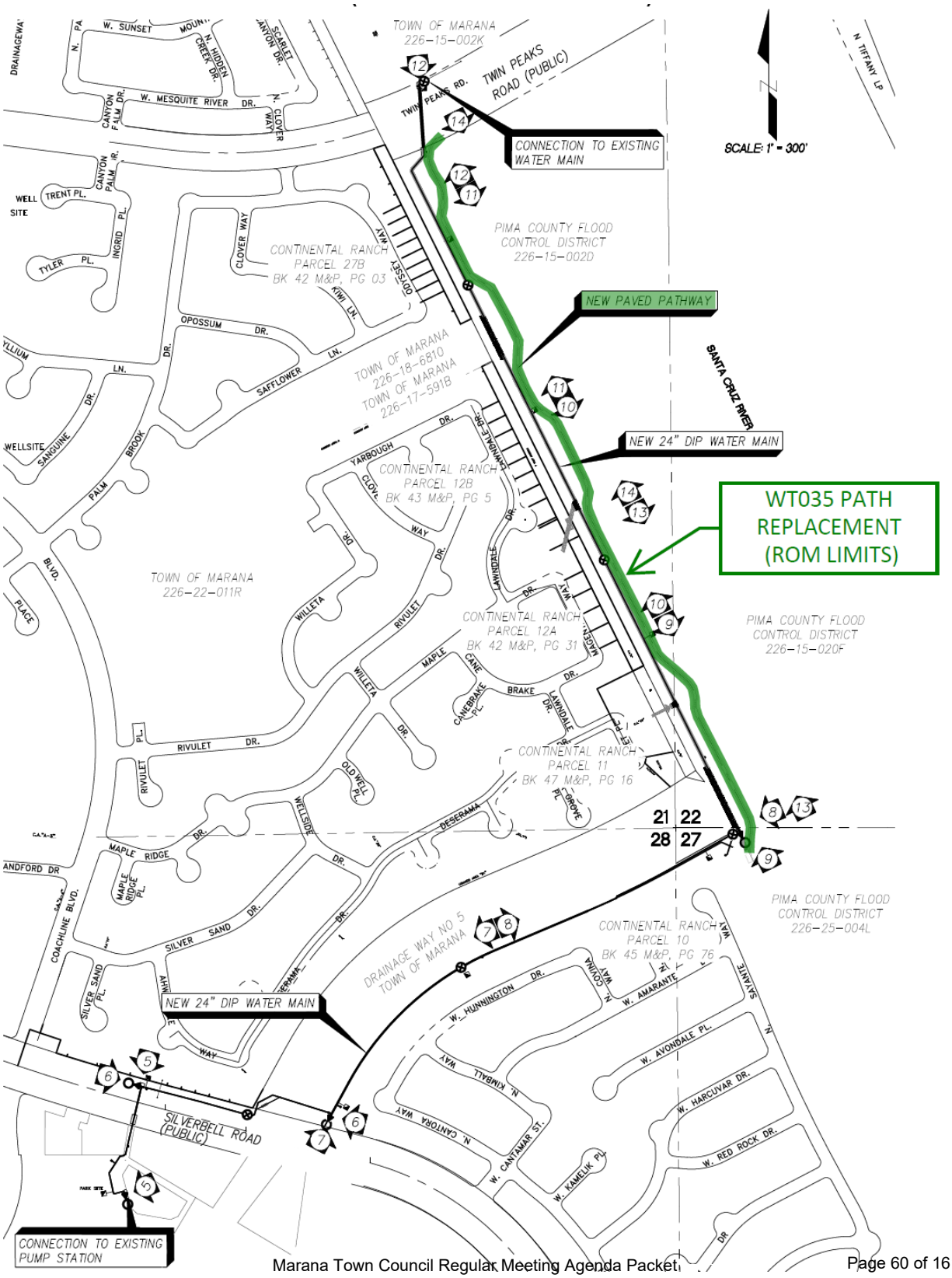
Cindy Nguyen, Deputy County Attorney	Date

TOWN OF MARANA:

Jane Fairall, Town Attorney	Date

EXHIBIT A

BIKE PATH CONSTRUCTION – PROJECT AREA MAP



Council-Regular Meeting **C4**

Meeting Date: 02/20/2024

To: Mayor and Council

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

Date: February 20, 2024

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2024-017: Relating to Water; approving and authorizing the Mayor to sign an agreement for construction of water facilities under private contract with Trico Electric Cooperative, Inc. (David L. Udall)

Discussion:

This agenda item presents a water infrastructure construction agreement pursuant to Section 14-4-3 of the Marana Town Code for Trico Electric Coopoerative, which is generally located north of Tangerine Rd. and east of Mandarina Blvd. If approved, this agreement will require the Trico to construct the water infrastructure necessary to connect its property to the Town's public water system.

Staff Recommendation:

Staff recommends approval of Resolution No. 2024-017.

Suggested Motion:

I move to approve Resolution No. 2024-017, approving and authorizing the Mayor to sign an agreement for construction of water facilities under private contract with Trico Electric Cooperative, Inc.

Attachments

Resolution No. 2024-017
Exhibit A - Trico Agreement

MARANA RESOLUTION NO. 2024-017

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT WITH TRICO ELECTRIC COOPERATIVE, INC.

WHEREAS Trico Electric Cooperative, Inc. desires for the Town to provide water services to the land described and depicted in the Special Warranty Deed recorded in the Pima County Recorder's office on April 11, 2000, at Sequence No. 20000700730; and

WHEREAS Town staff has negotiated an Agreement for Construction of Water Facilities Under Private Contract with Trico; and

WHEREAS the Mayor and Council find that the terms and conditions of the agreement are in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Agreement for Construction of Water Facilities Under Private Contract for Trico Electric Cooperative, Inc., substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of February, 2024.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Trico Electric Cooperative

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and TRICO ELECTRIC COOPERATIVE, INC., an Arizona nonprofit corporation (the "Owner"). The Town and the Owner are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. This Agreement is entered into and authorized pursuant to Title 14 of the Marana Town Code, as it may be amended from time to time ("Marana Town Code Title 14").

B. The Owner desires for the Town to provide water service to the land described and depicted in the Special Warranty Deed recorded in the Pima County Recorder's office on April 11, 2000, at Sequence No. 20000700730, which land area is referred to in this Agreement as the Subject Property.

C. The Owner is the owner of the "Subject Property."

D. As a condition of securing water service from the Town for the Subject Property, the Owner agrees to install those certain water infrastructure improvements (the "Owner-Installed Facility") in accordance with the required plans, specifications, and materials as outlined and depicted in the Water Distribution to Serve Trico Electric Cooperative, Plan No. ENG2309-008, sealed by the Rick Engineering Company on October 24, 2023 and approved by the Town of Marana on November 22, 2023 (the "Facility Plan"), which is on file in the office of the Town of Marana Water Department.

E. The Owner desires that the Town take ownership of, operate, and service the Owner-Installed Facility.

F. The Town is willing to accept the Owner-Installed Facility and permit it to be connected to the Town water system provided it meets Town standards and the work is done in accordance with Town requirements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. The Owner-Installed Facility

1.1. *Owner installation of the Owner-Installed Facility.* The Owner has designed and shall install, at the Owner's own expense (subject to the reimbursement provisions of this Agreement), the Owner-Installed Facility as depicted in the Facility Plan. The Owner-Installed Facility shall conform to the design standards of the City of Tucson Water Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plan shall include a plan

note identifying the Owner-Installed Facility as a new water facility and shall show any and all alterations to the existing water system. Construction and installation of the Owner-Installed Facility in accordance with the Facility Plan, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the "Work."

1.2. *Work by licensed contractor.* The Work shall be performed by a contractor properly licensed by the State of Arizona as determined by the Arizona Registrar of Contractors. In addition to any other contractor's license classifications required by the Arizona Registrar of Contractors, the contractor shall hold contractor's license classifications A, A-12 and A-16.

1.3. *Payment of connection fees.* Before any service connections are made from the Town's water system to the Owner-Installed Facility, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required under Marana Town Code Title 14.

1.4. *Anticipated cost per meter.* The person or entity seeking installation of a meter from the Town shall pay all applicable fees and charges in effect at the time of the meter installation request. As of the effective date of this Agreement, the Town's fees and charges to install a two-inch water meter on the Subject Property are detailed below. Note that smaller or larger meters will incur different fees than shown below.

1.4.1. Meter Install Fee: $1,840.00

1.4.2. Water Infrastructure Development Impact Fee: $26,841.00

1.4.3. Water Resource Development Impact Fee: $42,859.00

1.5. *Mandarina Water Oversizing Recovery Charge.* Pursuant to paragraph 1.8 of the Town of Marana Agreement for Construction of Water Facilities Under Private Contract – Mandarina Offsite Water, recorded in the office of the Pima County Recorder on February 5, 2021, at Sequence No. 20210360145 (the "Mandarina Agreement"), the Town established an oversizing recovery charge of $499.50 per equivalent dwelling unit (EDU) for a five-eighths-inch meter as a reimbursement mechanism for the oversized portion of water infrastructure constructed by the developer of the Mandarina development (the "Mandarina Oversizing Recovery Charge"), as set forth in the Mandarina Agreement. Based on Town equivalency tables and calculations, the Mandarina Oversizing Recovery Charge for a two-inch water meter is $3,996.00 per EDU.

1.5.1. *Reconciliation.* As stated in Recitals H and I of the Mandarina Agreement, the underlying costs used to calculate the Mandarina Oversizing Recovery Charge were based on estimated construction costs and EDU counts prior to the actual construction of the Mandarina water infrastructure. Paragraph 1.8.6 of the Mandarina Agreement acknowledges that "final construction quantities and amounts will be provided after construction of the [Mandarina water infrastructure] is completed"; and paragraph 1.8.5 provides that if "the actual pipe capacity and/or the actual number of lots and size of meters used to develop the [Mandarina development] results in a different EDU count, the number of EDUs required to pay" the Mandarina Oversizing Recovery Charge shall be adjusted and the

Mandarina Oversizing Recovery Charge "shall be re-calculated accordingly." As of the date of this Agreement, the Mandarina developer has submitted to the Town for review actual costs for the construction of the Mandarina facility, and a reconciliation agreement between the Town and the Mandarina Developer regarding the Mandarina Oversizing Recovery Charge is anticipated to be forthcoming. Owner hereby acknowledges the forgoing and hereby agrees to pay the difference between the currently established Mandarina Oversizing Recovery Charge and the re-calculated Mandarina Oversizing Recovery Charge once the reconciliation agreement between the Town and Mandarina is effective and a re-calculated Mandarina Oversizing Recovery Charge is established.

1.6. *Owner-Installed Facility acceptance by Town.* No service connections shall be made from the Town's water system to the Owner-Installed Facility until the Owner-Installed Facility has been accepted by the Town in accordance with Marana Town Code Title 14.

1.7. *Owner's certification.* Execution of this Agreement certifies that the Owner has reviewed the Facility Plan and all other specifications applicable to the Work and has approved and agrees with the location of all service lines.

1.8. *Termination for lack of Work.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if the Work has not commenced within one year of the date of this Agreement, or if the Work is discontinued for a period of one year.

2. Engineering and Inspection

2.1. *Registered civil engineer.* The Owner shall employ a registered Civil Engineer registered in the State of Arizona to design, lay out, establish control lines for and certify the layout of the Work according to the Facility Plan.

2.2. *Town inspector's authority.* Any inspector authorized by the Town shall have full inspection authority over the Work.

2.3. *Inspection provisions.* The Owner shall furnish the Town's inspector with all facilities reasonably necessary to inspect the Work. The Work shall be subject to Town inspection at all times. Defective work shall be corrected in a manner satisfactory to the Town's inspector. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Owner or any contractor.

2.4. *Payment of Town inspector's overtime cost.* If scheduling by the Owner's contractor reasonably requires the Town's inspector to work overtime, the Owner or Owner's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

3. Preconstruction Procedure

3.1. *Request to begin construction.* The Owner shall submit a written request to the Town to begin construction five working days before the Work is to commence.

3.2. *Construction permit.* This Agreement shall be completed, signed and notarized, and returned to the Town prior to issuance of a construction permit for the Work.

3.3. *Start and completion of the Work.* No portion of the Work shall begin until the Town has issued a construction permit specifying the starting date and a reasonable time for completion.

3.4. *Progress of the Work.* The Work shall be commenced and carried on at such points and in such order as may be directed by the Town.

3.5. *Materials sampling and testing.* Materials shall be available for sampling and testing by the Town prior to being used in the Work. Materials that fail to meet Town specification shall be removed from the site.

3.6. *Permits and approvals.* The Owner shall, at Owner's expense, obtain all necessary permits and licenses for the Work, pay all fees and comply with all laws, ordinances and regulations relating to the Work.

4. Construction

4.1. *Owner's presence on site.* The Owner, or Owner's designated agent, shall be present at all times during performance of the Work. The name of the Owner's designated agent and the contractor performing the Work shall be furnished to the Town before the Work begins. Instructions given by the Town to the designated agent shall be deemed to have been given to the Owner.

4.2. *Competence and diligence.* The Owner r shall employ only competent and efficient laborers, mechanics or artisans on the Work, and the Owner agrees to perform diligently to complete the Work on or before the completion date given in the notice to proceed.

4.3. *Paving.* The Owner shall identify and locate all water valves prior to paving and set valve boxes to final grade after paving.

4.4. *Alterations to the existing Town water system.* The Owner shall, at the Owner's own expense, make any and all alterations to the existing water system either on-site or off-site necessitated by paving, drainage, or other improvements caused by the development of the Subject Property.

4.5. *Worksite safety.* The Owner shall require all contractors and subcontractors performing any portion of the Work to comply with all safety requirements of the Occupational Safety and Hazards Act as set forth by the Federal Government and as implemented by the State of Arizona. The Owner or its contractors shall be solely responsible for all fines or other penalties provided for by law for any violations of the Occupational Safety Hazards Act.

5. Dedication

5.1. *Transfer of the Owner-Installed Facility to the Town.* Upon the Town's final acceptance of the Work, the Owner shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Owner-Installed Facility free and clear of all liens, claims, charges or encumbrances.

5.2. *Two-year warranty.* The Owner guarantees the Work to be free from all failures due to poor workmanship or materials, and the Owner guarantees the existing water infrastructure detailed in the Facility Plan that is to be accepted by the Town for maintenance to be free from

all failures caused by any damage, defect, wear and tear, or other condition currently existing as of the date the Town accepts the Work, for a period of two years from the date of the Town's final acceptance of the Work.

5.3. *Other conflicting construction prohibited.* The Owner shall not construct or allow the construction of any utility, structure, building, or other improvement that would interfere with the operation or maintenance of the Owner-Installed Facility.

5.4. *Owner's obligation to maintain finished grade.* The Owner guarantees that all service lines, meters, and meter boxes on the Subject Property will be to finished grade and that the Owner will remain responsible for raising or lowering said services as required until the Subject Property is fully developed.

5.5. *Acceptance by the Town.* The Town shall accept title to and take possession of the Owner-Installed Facility when the Work has been completed to the satisfaction of the Town. Subject to the Owner's continuing obligations under this Agreement, the Town shall operate and service the Owner-Installed Facility after taking over possession of it under this paragraph.

6. Miscellaneous

6.1. *Indemnity.* Owner shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of the Owner or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Owner-Installed Facility.

6.2. *Binding effect.* This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

6.3. *Consent required for assignment.* The Owner may not assign this Agreement without the prior written consent of the Town.

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

6.5. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

6.6. *Entirety and Amendments.* This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the transaction described herein. This Agreement may be amended or supplemented only by an instrument in writing executed by the Parties.

[Signature page follows.]

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

THE "TOWN":

TOWN OF MARANA,
an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date:_____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

THE "Owner":

TRICO ELECTRIC COOPERATIVE, INC., an Arizona nonprofit corporation

By: _____
Eric Hawkins, Chief Operating Officer

Date: 2/12/2024

STATE OF Arizona)
)ss
County of Pima)

The foregoing instrument was acknowledged before me on February 12, 2024 by Eric Hawkins, the Chief Operating Officer of TRICO ELECTRIC COOPERATIVE, INC., an Arizona nonprofit corporation, on behalf of the corporation.

(Seal)

SANDRA MENDEZ
Notary Public - Arizona
Pima County
Commission # 621701
My Comm. Expires Mar 9, 2026

Sandra Mendez
Notary Public

Council-Regular Meeting **C5**

Meeting Date: 02/20/2024

To: Mayor and Council

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

Date: February 20, 2024

Subject: Approval of Regular Council Meeting Summary Minutes of February 6, 2024 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 02/06/2024

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 6, 2024, 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 6:01 PM and directed the Town Clerk to call the roll. **Council Member Comerford** 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 Kai moved approve the agenda as presented. Council Member Ziegler seconded the motion. Motion passed, 6-0.

CALL TO THE PUBLIC

Linda Shepherd, Sandy McElhannon, Betty Thornton, and **Gerald Peters** addressed the Council expressing concern that a Tucson Electric Power (TEP) substation was being planned near their homes. General concerns consisted of health and safety risks, the substation's proximity to their neighborhood, noise impacts, property values, and lack of notice.

Council Member Zigler requested information from Town staff regarding this.

Town Manager Terry Rozema said staff were aware of the concerns and said a pre-application meeting had been held with TEP the week prior. He explained that Town staff had been in communication with **Ms. Shepherd**. He said no rezoning application was currently pending before the Town, and that the project is currently speculative. He said that there has been nothing put forward yet that would trigger the Town's responsibility to send out notification regarding the project and briefly explained the process required for a rezone. He said notifications would go out if and when TEP decides to move forward.

PROCLAMATIONS

PR1 Proclamation Recognizing American Heart Month (David L. Udall)

Town Clerk / Assistant Town Attorney David Udall read the proclamation as **Mayor Honea** presented it to its recipient.

PR2 Proclamation Recognizing February 1, 2024 as Optimist Day (David L. Udall)

Mr. Udall read the proclamation as **Mayor Honea** presented it to its recipient.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea said he attended an event at Northwest Fire District that involved dedicating a monument to its previous fire chief, **Jeff Piechura**. He also attended the promotion ceremony for **Marana Police Chief Jeff Pridgett**. He said House Bill 2750 and Senate Bill 1112 were similar bills to last year's that tried to remove zoning authority from municipalities. He said these bills would hurt the Marana community. He also provided an update regarding RTA Next.

Council Member Ziegler commented that if Tucson intends to pull out of the RTA, that the other RTA jurisdictions should let it do so and continue on without the City.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Mr. Rozema said the Town issued 118 single-family residential permits in January. Last January, there were 27 total permits issued. He said the Marana Community Center and Aquatic Center is going vertical and provided a brief update on its construction. He said the Senior Center has added its 500th member. **Mr. Rozema** also highlighted the upcoming Marana Citizens Water Academy taking place on February 27 and 28 and the Marana Food Bank and Community Resource Center ribbon cutting taking place on February 12 from 4:00 PM until 6:00 PM. He also reminded the Council of the upcoming Council Retreat coming up on February 14 – 16.

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2024.006: Relating to Development; approving a modification to Ordinance No. 99.02 which requires developers of land within the lower Santa Cruz River Levee Benefit Area to enter into a development agreement with the Town for payment of the Lower Santa Cruz River Levee Fee to remove the requirement for a development agreement (Jane Fairall)

C2 Resolution No. 2024-011: Relating to Development; approving a final plat for Gladden Farms, Blocks 43A and 43B, located northwest of the W Tangerine Road and W Clark Farms Boulevard intersection (Scott Radden)

C3 Resolution No. 2024-012: Relating to Real Estate; approving and authorizing the Mayor to execute the Right of Way Easement in favor of Tucson Electric Power Company, to provide power service to Southwest Gas Corporation's new natural gas tap site, over Ora Mae Harn District Park property (George Cardieri)

C4 Approval of Regular Council Meeting Summary Minutes of January 16, 2024 (David L. Udall)

Vice Mayor Post moved to approve the consent agenda. Council Member Kai seconded the motion. Motion passed, 6-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2024-013: Relating to Utilities; approving and authorizing the Mayor to execute Agreements for Construction of Drainage Facilities under Private Contract between the Town and Mandarina Holdings, LLC (Jane Fairall)

[Council Member Kai declared a conflict of interest and recused himself from the dais at 6:34 PM.]

Mr. Udall presented on this item. **Mr. Udall** said that this item involved the approval of protected facility agreements for the Mandarina Detention Basin, the Mandarina North Channel, and the Mandarina Regional Channel. A copy of the map depicting the protected facilities is on file with the Town Clerk's Office. He explained that each of the drainage facilities was oversized to include additional capacity over and above what was necessary for the Mandarina development. To ensure fair-share reimbursement by property owners who use and benefit from the additional capacity provided by the facilities, the agreements establish oversizing recovery charges that will be assessed to potentially affected properties if and to the extent these properties use the drainage facilities as determined by a drainage report approved by the **Town Engineer**.

Mr. Udall said that the required 30-day notice had been provided to potentially affected property owners. Two individuals that had received the notices (**David Rogers** and **Eden Bayman**) were present at the Council meeting and wished to be heard.

Mr. Rogers asked how the fees were calculated. **Mr. Udall** said the calculation depended on the facility. For example, he explained that the detention basin calculation was based on a per-acre-foot basis of storage capacity and that the Mandarina Detention Basin oversizing recovery charge was approximately $33,000.00 per acre foot of storage utilizing the basin. **Mr. Rogers** asked if that would be determined at the time of a drainage report submittal, and **Mr. Udall** confirmed that was the case.

Mr. Rodgers asked if the protected facilities impacted the flood area. **Public Works Director Fausto Burruel** said that the floodplain was not impacted by the protected facilities and that there still would be some floodplain in this area during a 100-year event. Regarding **Mr. Roger's** specific site, he said there would need to be additional analysis to see if there was floodplain involved. He said that the benefit provided by the protected

facilities was that it could, for example, add additional developable land due to there potentially not being a need for on-site detention if he elects to connect to the protected facilities.

Mr. Bayman asked if connecting to the protected facilities was mandatory. **Vice Mayor Post** confirmed that it was not.

Council Member Ziegler moved to adopt Resolution No. 2024-013. Vice Mayor Post seconded the motion. Motion passed, 5-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

[Council Member Kai returned to the dais at 6:41 PM.]

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://maranaegov.com/portal/apps/experiencebuilder/experience/?draft=true&id=dae15ad306fb4a3fba65ee3babc21d54&page=Page&views=Water-Management.

During the presentation, **Mr. Angell** answered questions about the various projects.

D2 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)

Mr. Rozema provided an update on legislative activities in the State. He said there are currently a total of 830 House bills and 781 Senate bills, and he highlighted and provided an update on the following bills:

- HB 2750 and SB 1112 are identical bills that Mayor Honea addressed during his report at this meeting. The Town is opposing this bill.

- HB 2297: Would allow for commercial buildings to be converted to residential use without going through the rezoning process. The Town is opposing this bill.

- HB 2309: This bill would render government property excise taxes (GPLETS) useless to municipalities trying to attract economic development. The Town is opposing this bill.

- SB 1205 and HB 2489 (nearly identical bills): Gives the Town more authority over short-term rentals. The Town is supporting this bill.

- SB 1361: Gives municipalities and the Arizona Department of Health Services essential tools to make informed decisions and provide greater authority to ensure facilities are secure, well run, etc. Among other things, the bill institutes transparent licensure standards and penalties for violations. The Town is supporting this bill.

Mr. Rozema answered clarifying questions during his presentation.

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.

Vice Mayor Post moved to adjourn the meeting. Council Member Officer seconded the motion.

After the motion was seconded, but before it was voted on, **Gerald Peters** rose and addressed the Council regarding the floodplain. **Mr. Rozema** said staff could assist him after the meeting.

Mayor Honea called for a vote on the motion to adjourn.

Motion to adjourn passed, 6-0. Meeting adjourned at 6:58 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on February 6, 2024. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 02/20/2024

To: Mayor and Council

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

From: Nolette Hernandez, Records Clerk

Date: February 20, 2024

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 an owner transfer of a series #007 Beer and Wine Bar liquor license submitted by Mark Wayne Hoesing on behalf of Quarry Pines Golf Club, located at 8480 North Continental Links Drive, Tucson, Arizona 85743 (David L. Udall)

Discussion:

This application is for an owner transfer series #007 Beer and Wine Bar liquor license at Quarry Pines Golf Club, located at 8480 North Continental Links Drive, Tucson, Arizona 85743.

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 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 approvall 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 an owner transfer series #007 Beer and Wine Bar liquor license submitted by Mark Wayne Hoesing on behalf of Quarry Pines Golf Club, located at 8480 North Continental Links Drive, Tucson, Arizona 85743.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for an owner transfer series #007 Beer and Wine Bar liquor license application submitted by Mark Wayne Hoesing on behalf of Quarry Pines Golf Club, located at 8480 North Continental Links Drive, Tucson, Arizona 85743.

Attachments

Redacted Application
Affidavit of Posting

State of Arizona
Department of Liquor Licenses and Control

Created 01/18/2024 @ 08:57:36 AM

Local Governing Body Report

LICENSE

Number:	07100223	Type:	007 BEER AND WINE BAR
Name:	QUARRY PINES GOLF CLUB		
State:	Pending		
Issue Date:		Expiration Date:	09/30/2024
Original Issue Date:	02/06/1986		
Location:	8480 N CONTINENTAL LINKS DRIVE MARANA, AZ 85652 USA		
Mailing Address:	[redacted]		
Phone:			
Alt. Phone:			
Email:	[redacted]		

Currently, this license has pending applications.

AGENT

Name:	MARK WAYNE HOESING
Gender:	Male
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	[redacted]

OWNER

Name: AZ HOSPITALITY SERVICES LLC
Contact Name: MARK WAYNE HOESING
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23551886 State of Incorporation: AZ
Incorporation Date: 07/06/2023
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

Officers / Stockholders

Name:	Title:	% Interest:
KEMPER SPORTS MANAGEMENT LLC	Shareholder	100.00

KEMPER SPORTS MANAGEMENT LLC - Shareholder

Name: KEMPER SPORTS MANAGMENT HOLDINGS LLC
Contact Name: MARK HOESING
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

KEMPER SPORTS MANAGMENT HOLDINGS LLC - Secretary/VP/GC

KEMPER SPORTS MANAGEMENT LLC - Secretary/VP/GC

Name: STEPHEN WILLIAM KELLEY
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

AZ HOSPITALITY SERVICES LLC - Shareholder

Name: KEMPER SPORTS MANAGEMENT LLC
Contact Name: MARK HOESING
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23442906 State of Incorporation: AZ
Incorporation Date: 11/21/2022
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

KEMPER SPORTS MANAGMENT HOLDINGS LLC - Treasurer/CFO
KEMPER SPORTS MANAGEMENT LLC - Treasurer/CFO

Name: JAMES EDWARD LAWLER
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

KEMPER SPORTS MANAGEMENT LLC - President/CEO
KEMPER SPORTS MANAGMENT HOLDINGS LLC - President/CEO

Name: STEVEN KNOX SKINNER
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 259862
Application Type: Owner Transfer
Created Date: 09/22/2023

QUESTIONS & ANSWERS

007 Beer and Wine Bar

1) Are you applying for an Interim Permit (INP)?
   Yes
   A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
   No
8) Did the Premises phone number change?
   No
10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
   COYOTE TRAIL ELEMENTARY SCHOOL 8000 N SILVERBELL RD TUCSON AZ 85743
   1.9 MILES
11) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
   MANAGEMENT COMPANY
12) Is there a penalty if lease is not fulfilled?
   No
13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
   0
14) Is there a drive through window on the premises?
   No
15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   CONTIGUOUS
16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
17) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
   $4,000.00

State of Arizona
Department of Liquor Licenses and Control

Created 01/18/2024 @ 08:56:47 AM

Local Governing Body Report

LICENSE

Number:	INP100026615	Type:	INP INTERIM PERMIT
Name:	QUARRY PINES GOLF CLUB		
State:	Active		
Issue Date:	01/18/2024	Expiration Date:	05/02/2024
Original Issue Date:	01/18/2024		
Location:	8480 N CONTINENTAL LINKS DRIVE MARANA, AZ 85652 USA		
Mailing Address:	[redacted]		
Phone:			
Alt. Phone:			
Email:	[redacted]		

AGENT

Name:	MARK WAYNE HOESING
Gender:	Male
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	[redacted]

OWNER

Name: AZ HOSPITALITY SERVICES LLC
Contact Name: MARK WAYNE HOESING
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23551886 State of Incorporation: AZ
Incorporation Date: 07/06/2023
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

Officers / Stockholders

Name:	Title:	% Interest:
KEMPER SPORTS MANAGEMENT LLC	Shareholder	100.00

KEMPER SPORTS MANAGEMENT LLC - Shareholder

Name: KEMPER SPORTS MANAGMENT HOLDINGS LLC
Contact Name: MARK HOESING
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

KEMPER SPORTS MANAGMENT HOLDINGS LLC - Secretary/VP/GC

KEMPER SPORTS MANAGEMENT LLC - Secretary/VP/GC

Name: STEPHEN WILLIAM KELLEY
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

AZ HOSPITALITY SERVICES LLC - Shareholder

Name: KEMPER SPORTS MANAGEMENT LLC
Contact Name: MARK HOESING
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23442906 State of Incorporation: AZ
Incorporation Date: 11/21/2022
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

KEMPER SPORTS MANAGMENT HOLDINGS LLC - Treasurer/CFO
KEMPER SPORTS MANAGEMENT LLC - Treasurer/CFO

Name: JAMES EDWARD LAWLER
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

KEMPER SPORTS MANAGEMENT LLC - President/CEO
KEMPER SPORTS MANAGMENT HOLDINGS LLC - President/CEO

Name: STEVEN KNOX SKINNER
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

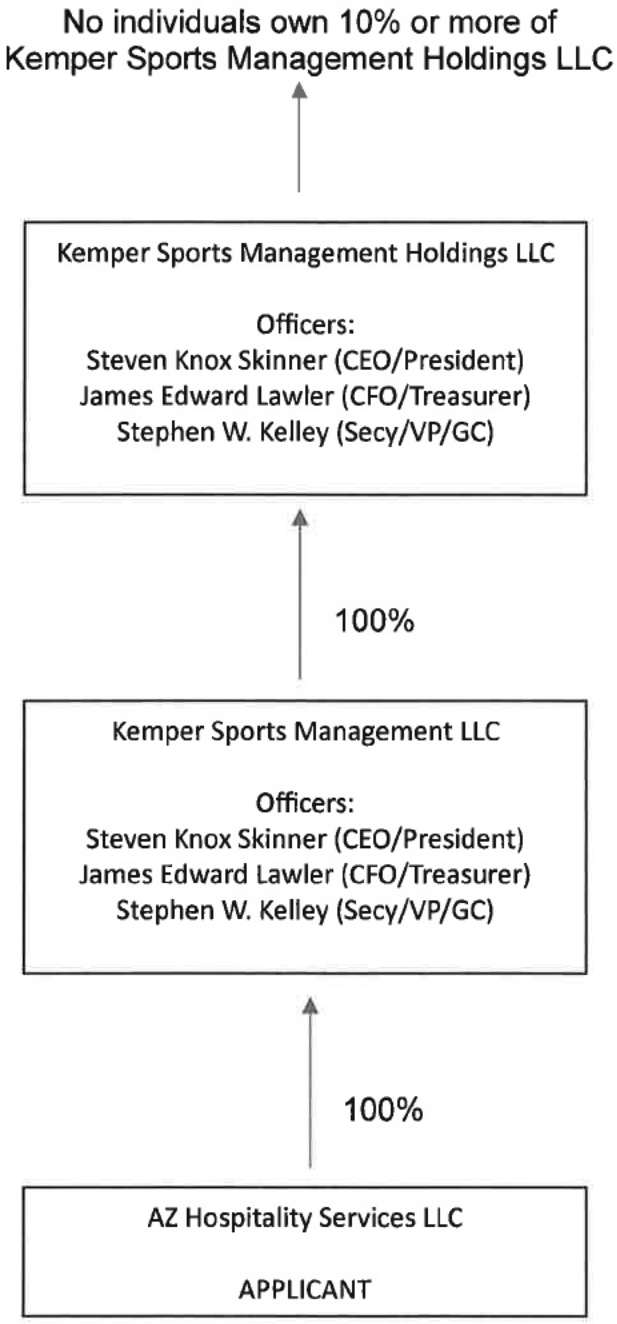
Application Number: 259863
Application Type: New Application
Created Date: 09/22/2023

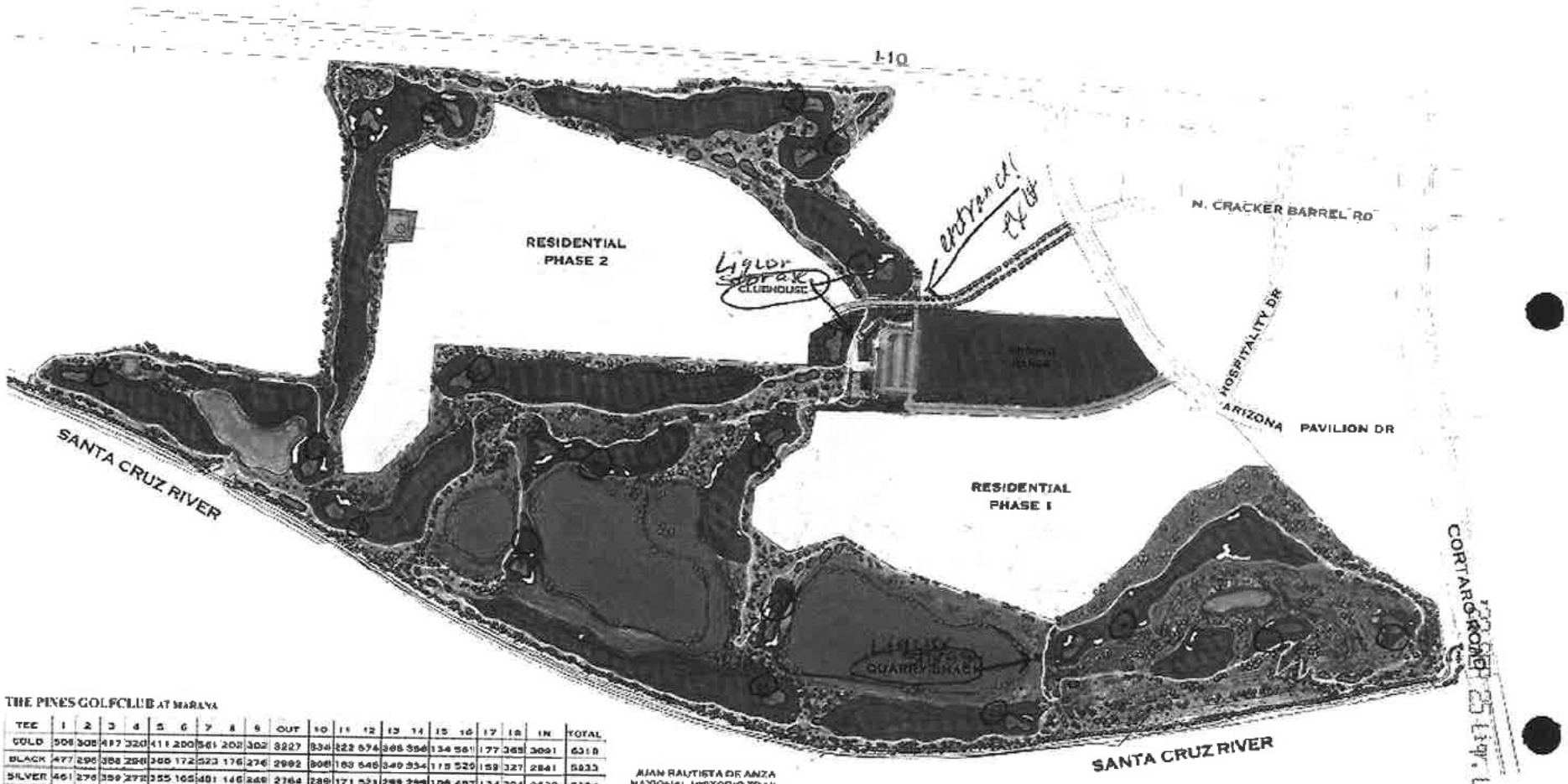
QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location
   07100223
2) Is the license currently in use?
   Yes
3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
   Yes
   A Document of type INTERIM NOTARY PAGE is required.

ATTACHMENT '23 SEP 25 Liqr. Lic. AM11:02





THE PINES GOLF CLUB AT MARANA

TEE	1	2	3	4	5	6	7	8	9	OUT	10	11	12	13	14	15	16	17	18	IN	TOTAL
GOLD	508	308	487	320	411	200	561	202	302	3227	534	322	674	388	556	134	561	177	365	3691	6918
BLACK	477	296	388	298	388	172	523	176	276	2992	508	183	646	340	534	113	529	159	327	2841	5833
SILVER	461	276	359	278	355	165	481	146	249	2764	289	171	521	299	299	106	497	134	306	2620	5384
COPPER	427	249	337	260	330	139	445	119	216	2542	256	139	493	276	247	89	465	117	280	2351	4893
PAR	5	4	4	4	4	3	5	3	4	36	4	3	5	4	4	3	5	3	4	35	71

MASTER PLAN

SCALE 1" = 200'
DATE: 9.29.03

NORTH

The Pines Golf Club
AT MARANA

90 acres

14 MAY 13 Liqr. Lic. PM 4:49

GILMORE CRAVES GOLF

ENTERED

LC:
Amount:

'23 SEP 25 Liqr. Lic. AM11:01

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #	2598162
Date Accepted:	9-25-2023
CSR:	Chay

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

FP current 10-1-2021

License Number: 07100223

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: Hoesing, Mark, Wayne (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: AZ

4. Place of birth: San Jose,CA, USA (City / State / COUNTRY) Height: 6'0" Weight: 210 Eyes: BL Hair: BRN

5. Name of current/most recent spouse: Hoesing, Jacalyn, Gale (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? 01/17

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Quarry Pines Golf Club Business Phone: 520 / 744 / 7443

9. Premises Address: 8480 N. Continental Links Drive, Marana, AZ, Pima County, 85652 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(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)
08/14	CURRENT	Executive	Kemper Sports Management [redacted]

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
01/21	CURRENT	[redacted]			
06/20	01/21				
01/17	06/20				

(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) Mark Wayne Hoesing **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: [signature] **Date:** 8/2/23

'23 SEP 25 Liqr. Lic. AM11:02

ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Mark Wayne Hoesing

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 San Jose State CA **COUNTRY** USA

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: Arizona Driver's License

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

'23 SEP 25 Liqr. Lic. AM11:02

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identificationcard.

2. A driver license issued by a state that verifies lawful presence in the UnitedStates.

3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)

4. A United States certificate of birth abroad.

5. A United States passport. ***Passport must be signed***

6. A foreign passport with a United States visa.

7. An I-94 form with a photograph.

8. A United States citizenship and immigration services employment authorization document or refugee travel document.

9. A United States certificate of naturalization.

10. A United States certificate of citizenship.

11. A tribal certificate of Indian blood.

12. A tribal or bureau of Indian affairs affidavit of birth.

13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

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.

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.*];

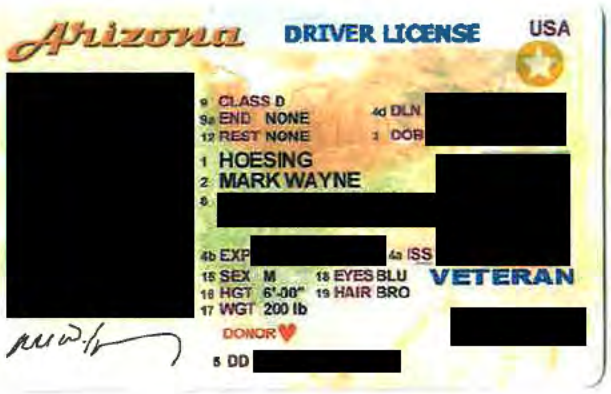
13. A foreign national not physically present in the United States.

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. §

Mark Wayne Hoesing	✗	M.W.	8/2/23
Print Name		**Signature**	**Date**



'23 SEP 25 Liqr. Lic. #W11902

LC:
Amount:

'23 SEP 25 Liqr. Lic. AM11:02

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	259862
Date Accepted:	9-25-2023
CSR:	Clay

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

FP Current 8-11-2023

License Number: 07100223

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: Skinner, Steven, Knox (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: IL

4. Place of birth: Highland Park, IL, USA (City / State / COUNTRY) Height: 6'1" Weight: 210 Eyes: HZL Hair: BRN

5. Name of current/most recent spouse: Skinner, Anne, Jacqueline (Last / First / Middle) Birth Date [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☑ If yes, what is your date of residency? N/A

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Quarry Pines Golf Club Business Phone: 520 / 744 / 7443

9. Premises Address: 8480 N. Continental Links Drive, Marana, AZ, Pima County, 85652 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/88	CURRENT	Executive	Kemper Sports Management, [redacted]

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
06/20	CURRENT	[redacted]			
03/20	06/20				
02/96	03/20				

(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) Steven Knox Skinner **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:** 7/31/23

LC:
Amount:

'23 SEP 25 Liq. Lic. AM11:02

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	259862
Date Accepted:	9-25-2023
CSR:	Clay

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

FP Current 8-11-2023

License Number: 07100223

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.

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1. **Check the Appropriate Box** → ☐ **Agent** ☑ **Controlling Person**

2. Name: Lawler, James, Edward (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: IL

4. Place of birth: Blue Island, IL, USA (City / State / COUNTRY) Height: 5'11" Weight: 175 Eyes: HZL Hair: GRAY

5. Name of current/most recent spouse: Lawler, Kathryn, Noelle (Last / First / Middle) Birth Date: [redacted] NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☑ If yes, what is your date of residency? N/A

7. Daytime telephone number [redacted] Email address [redacted]

8. Premises Name: Quarry Pines Golf Club Business Phone: 520 / 744 / 7443

9. Premises Address: 8480 N. Continental Links Drive, Marana, AZ, Pima County, 85652 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(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)
04/16	CURRENT	Executive	Kemper Sports Management, [redacted]

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
09/03	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) James Edward Lawler **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:** 9-22-2023

LC:
Amount:

'23 SEP 25 Liqr. Lic. AM11:02

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	259862
Date Accepted:	9-25-2023
CSR:	CLay

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

FP Current
8-11-2023

License Number: 07100223

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.

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1. **Check the Appropriate Box** → ☐ **Agent** ☑ **Controlling Person**

2. Name: Kelley (Last) Stephen (First) William (Middle) Birth Date [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License # [redacted] State Issued: IL

4. Place of birth: Drexel Hill (City) PA (State) USA (COUNTRY) Height: 6'0" Weight: 170 Eyes: BRN Hair: GRAY

5. Name of current/most recent spouse: Kelley (Last) Lydia (First) Radcliffe (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? N/A

7. Daytime telephone number [redacted] Email address: [redacted]

8. Premises Name: Quarry Pines Golf Club Business Phone: 520 / 744 / 7443

9. Premises Address: 8480 N. Continental Links Drive (Street (do not use PO Box)), Marana (City), AZ (State), Pima County (County), 85652 (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)
10/14	CURRENT	Executive	Kemper Sports Management, [redacted]

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
09/09	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) Stephen William Kelley **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:** 7/31/2023

LC:
Amount:

'23 SEP 25 Liq. Lic. AM11:02

PREMISES MANAGER QUESTIONNAIRE

DLLC USE ONLY	
Job #:	259862
Date Accepted:	9-25-2023
CSR:	Clay

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

805-486

License Number: 07100223

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Name: Hess, Donn, Alan (Last, First, Middle) Birth Date: [redacted] (NOT a public record)
2. Social Security #: [redacted] Driver's License #: [redacted] State Issued: AZ
3. Place of birth: Wyomissing, PA, USA (City, State, COUNTRY) Height: 5'10" Weight: 230 Eyes: BRN Hair: BRN
4. Name of current/most recent spouse: Hess, Jessica, Rachel (Last, First, Middle) Birth Date: [redacted] (NOT a public record)
5. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? 07/19
6. Daytime telephone numb[redacted] Email address [redacted]
7. Premises Name: Quarry Pines Golf Club Business Phone: 520 / 744 / 7443
8. Premises Address: 8480 N. Continental Links Drive, Marana, AZ, Pima County, 85652 (Street (do not use PO Box), City, State, County, Zip)

9. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/04	CURRENT	Management	Quarry Pines Golf Club, [redacted]

10. Provide your residence address information for the last five (5) years ***A.R.S. §4-202(D)*** **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	To Month/Year	Street	City	State	Zip
08/22	CURRENT	[redacted]			
08/21	08/22				
07/19	08/21				

11.	Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years?	Yes ☑	No ☐
12.	Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?	Yes ☐	No ☑
13.	Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210*	Yes ☐	No ☑
14.	Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?	Yes ☐	No ☑
15.	Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)*	Yes ☐	No ☑
16.	Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)*	Yes ☐	No ☑

If you answered "YES" to any Question 12 through 16 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 12-16 MAY NOT BE ACCEPTED

I, (Print Full Name) Donn Alan Hess **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: ✖ [signature] **Date:** 8/2/2023

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

Print Name: Mark Wayne Hoesing **Signature:** ✖ [signature] **Date** 8/7/23

'23 OCT 2 Liqr. Lic. PM 3:37

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 #:	259862
Date Accepted:	9-25-2023
CSR:	Clay

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 9/27/2023	**Name of Applicant:** Donn Alan Hess
Name of Fingerprint Technician: Eva Caballero	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: Priority one	**Phone Number:** 520·682·4005
Type of Photo ID Provided (check one): ☑ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**	

Certificate # 25180

'23 SEP 25 Liqr. Lic. AM11:02

- ☐ On-sale
- ☐ Off-sale
- ☒ On- and off-sale

Certificate of Completion For Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

DONN HESS
Full Name (please print)

Signature

06/24/2021
Training Completion Date

06/22/2024
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com
Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613
Mailing Address

512-879-1063
Daytime Contact Phone Number

I, Kelly Bailey, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Kelly Bailey
Instructor Signature

06/24/2021
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)
Bar (series 6)
Private Club (series 14)
Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'23 SEP 25 Liq. Lic. AM11:02

Certificate # 12456

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a state-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training can be obtained from the training provider for two years after the training completion date.

Student Information

Donn Hess
Full Name (please print)

Signature

January 27, 2021
Training Completion Date

January 27, 2024
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com
Company Name

1011 Arrow Point Drive. Cedar Park, Texas 78613
Mailing Address

512-879-1083
Daytime Contact Phone Number

I, Kelly Bailey, certify that the above named individual successfully complete Title 4 MANAGEMENT training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Kelly Bailey
Instructor Signature

January 27, 2021
Date

Persons required to complete BASIC & MANAGEMENT Title 4 training:
1. Licensee(s) or their employee(s) in the daily business operations of a liquor licensed business of a series listed below.
2. Licensee, agents and managers of any business involved in the daily business operations of a liquor licensed business of a series listed below.

In-state Microbrewery (series 3)
Convenience (series 9)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The certificate holder (which designates a manager to act on his/her behalf in liquor matters) is responsible and liable for ensuring that all employees who are required to complete and submit valid Certificates of Completion for all required positions have been submitted to the Department of Liquor.

July 1, 2012

'24 JAN 17 Liqr. Lic. AM11:19

BILL OF SALE

THIS BILL OF SALE is made by QP BEVERAGE, LLC, an Arizona limited liability company ("**Seller**"), to AZ HOSPITALTIY SERVICES, LLC, an Arizona limited liability company ("**Buyer**").

WHEREAS, alcoholic beverages are served at the Quarry Pines Golf Club, located at 8480 Continental Drive, Tucson, AZ 85743 (the "**Club**") pursuant to *State of Arizona Department of Liquor Licenses and Control Alcoholic Beverage License* #07100223, (the "**Liquor License**"). The Liquor License is held in the name of Seller;

WHEREAS, Seller's affiliation with the Club ended effective at the close of business on January 11, 2024, and Buyer's affiliation with the Club commenced effective on the opening of business on January 11, 2024; and

WHEREAS, Seller desires to sell, convey, assign and transfer, and Buyer desires to acquire all of Seller's right, title and interest in the Liquor License.

NOW, THEREFORE, in consideration of the foregoing, the sum of $10.00, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller does hereby sell, convey, assign and transfer unto Buyer all of its right, title and interest in and to the Liquor License.

This Bill of Sale shall be construed in accordance with the laws of the State of Arizona.

DULY EXECUTED by the undersigned this January 11, 2024.

QP BEVERAGE, LLC

By: _____
Name: Jay McGrath
Title: VP

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: 01 / 23 / 24 Date of Posting Removal: 2 / 12 / 24

Applicant's Name: Hoesing (Last) Mark (First) Wayne (Middle)

Business Address: 8480 N Continental Links Dr (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

Elsie E Burns 2/12/24
Signature Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

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 #: 259862 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2024-01

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 20 (Day) of February (Month), 2024 (Year) considered the application of _____ (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 Mark Wayne Hoesing (Name of applicant)

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

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

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

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

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Regular Meeting **B1**

Meeting Date: 02/20/2024

To: Mayor and Council

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

Date: February 20, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-018: Relating to Benefits; appointing Yiannis Kalaitzidis as a Trustee for the Marana Health Care Benefits Trust for a four-year term and making additional Trustee appointments for the Marana Health Care Benefits Trust, retroactively effective from November 20, 2023 (David L. Udall)

Discussion:

On August 6, 2019, the Council adopted Resolution No. 2019-068 establishing the Marana Health Care Benefits Trust for the Town's self-insurance program for health and dental insurance benefits as required by A.R.S. §11-981, and authorized the Mayor to execute the Trust Document. Section 3.02 of the Trust Document sets forth the number and identity of the Trustees for the trust. Based on feedback from the Council, section 3.02 provides that there will be five Trustees, with no more than one Trustee being a Town employee, and no Trustees being a member of the Council. Each Trustee serves a four-year term, unless a term is terminated earlier. Per the approved Trust Document, applicants must have expertise in at least one of the following fields: finance, employee benefits, health care, human resources, or risk management, and must reside in Pima or Pinal County.

There are currently five vacancies on the Board resulting from two Board members resigning early and three terms expiring. Thomas Plantz and Franklin Garrett resigned ahead of the conclusion of their current term expiring on November 19, 2025. The Town's Finance Director, Yiannis Kalaitzidis, and the two other Trustees reached the end of their four-year terms on November 19, 2023.

Town staff has solicited applications to fill four of the five vacant positions and has received two applications from Steve Crooks and Tamera Bhatti. These applicants meet the minimum requirements as set forth in the Trust Document for appointment to the Board, and copies of their applications are attached to this agenda item for the Council's review. The Council-appointed Trustees will begin serving immediately upon appointment and will serve for four-year terms, retroactively beginning on November 20, 2023. The other two vacancies, whose terms are set to expire on November 19, 2025, will be filled at a later date.

Town staff is recommending that the Council also reappoint Mr. Kalaitzidis to serve as a Trustee with a four-year term, retroactively beginning on November 20, 2023.

Pursuant to section 2-6-2(E) of the Marana Town Code, at tonight's meeting, the Town Council may do one or more of the following:

1. Interview one or more applicants either in public or in an executive session scheduled for that purpose.
2. Make one or more appointments.
3. Order the solicitation of additional applications.
4. Take any other action it deems appropriate.

An executive session has been scheduled on tonight's agenda, should the Council desire to conduct interviews in executive session.

Staff Recommendation:

Council's Pleasure.

Suggested Motion:

I move to adopt Resolution No. 2024-018, appointing Yiannis Kalaitzidis as a Trustee for the Marana Health Care Benefits Trust for a 4-year term, retroactively effective from November 20, 2023; and appointing _____ and _____ as Trustees for the Marana Health Care Benefits Trust for 4-year terms, retroactively effective from November 20, 2023.

Attachments

Resolution No. 2024-018
Trust Document
Steve Crooks Application
Tamera Bhatti Application

MARANA RESOLUTION NO. 2024-018

RELATING TO BENEFITS; APPOINTING YIANNIS KALAITZIDIS AS A TRUSTEE FOR THE MARANA HEALTH CARE BENEFITS TRUST FOR A FOUR-YEAR TERM AND MAKING ADDITIONAL TRUSTEE APPOINTMENTS FOR THE MARANA HEALTH CARE BENEFITS TRUST, RETROACTIVELY EFFECTIVE FROM NOVEMBER 20, 2023

WHEREAS on August 6, 2019, the Town Council adopted Resolution No. 2019-068, establishing the Marana Health Care Benefits Trust (MHCBT) and approving the Trust Document, to satisfy the requirements of Arizona Revised Statutes (A.R.S.) Section 11-981; and

WHEREAS section 3.02 of the Trust Document provides that there shall be five Trustees for the Trust, that no Trustee may be a current or former member of the Council, that no Trustee may be a former employee of the Town, and that no more than one Trustee may be an employee of the Town; and

WHEREAS the Trust Document also provides that each Trustee shall serve a four-year term, except that the initial terms for the first five Trustees shall be as follows: two Trustees to serve an initial term of two years; and three Trustees to serve an initial term of four years; and

WHEREAS on November 19, 2019, the Town Council adopted Resolution No. 2019-118 appointing the initial Trustees for the MHCBT, and on December 20, 2022, the Town Council adopted Resolution No. 2022-132 reappointing two of the members who had served faithfully during their initial two-year term; and

WHERAS there are currently five vacancies on the MHCBT resulting from two Trustees resigning from their positions prior to the expiration of their term on November 19, 2025, and resulting from the three other Trustees' terms expiring on November 19, 2023; and

WHEREAS Town staff has solicited applications to fill four of the five vacant positions and has received applications from Steve Crooks and Tamera Bhatti, who both meet the minimum requirements as set forth in the Trust Document for appointment to the Board; and

WHEREAS Town staff also recommends the reappointment of the Town's Finance Director, Yiannis Kalaitzidis, as a Trustee for the Marana Health Care Benefits Trust; and

WHEREAS the Mayor and Council find that the appointments addressed by this resolution are in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that Yiannis Kalaitzidis is hereby appointed as a Trustee for the Marana Health Care Benefits Trust for a four-year term, retroactively effective from November 20, 2023, and that _____ and _____ are hereby appointed as Trustees for the Marana Health Care Benefits Trust for four-year terms, retroactively effective from November 20, 2023.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of February, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA HEALTH CARE BENEFITS TRUST

RECITALS

WHEREAS the Town of Marana, Arizona ("Marana") currently provides certain welfare benefits for certain of its employees, former employees, elected officials, and their beneficiaries;

WHEREAS Arizona law permits Marana to establish a self-insurance program for the management and administration of health benefits;

WHEREAS Arizona law requires that the funding for such self-insurance program be deposited in a trust;

WHEREAS Marana has established such a self-insurance program;

WHEREAS Marana intends the trust established by this document (this "Trust Document") to satisfy the requirements of Arizona Revised Statutes (A.R.S.) Section 11-981;

WHEREAS Marana intends the trust established by this Trust Document to be exempt from taxation pursuant to Section 115 of the Internal Revenue Code; and

WHEREAS Marana wishes trustees to hold and administer the Funds (defined below), in trust, pursuant to the terms of this Trust Document;

NOW, THEREFORE, in consideration of the foregoing Marana establishes the following Trust:

ARTICLE I
DEFINITIONS

"Account" means the bank or investment account(s) established by the Trustees to hold some or all of the Funds.

"Beneficiary" means a person designated by a Participant who is or may become entitled to a benefit under the Plan.

"Code" means the Internal Revenue Code of 1986, as amended.

"Council" means the Marana Town Council.

"Employee" means an individual that Marana classifies and treats as an employee (not as an independent contractor) for payroll purposes, regardless of whether the individual is subsequently reclassified as an employee of Marana in a court order, in a settlement of an administrative or judicial proceeding, or in a determination by the Internal Revenue Service, the Department of the Treasury, or the Department of Labor.

"Finance Director" means the individual engaged by the Town Manager to select, manage, and invest Marana's funds, subject to the investment guidelines established by the Council and Marana's Finance Department.

"Funds" means the assets of the Trust, in whatever form or location.

"Governmental Trust" means a trust that is exempt from taxation pursuant to Section 115 of the Internal Revenue Code.

"Marana" means the Town of Marana, Arizona.

"Participant" means an Employee or Marana elected official who is eligible to participate and is participating in the Plan; for purposes of this definition, a former Employee who has elected continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 is a Participant.

"Plan" means the specified group insurance pursuant to which Marana provides self-insured health care benefits to Participants and Beneficiaries and shall include any amendments, endorsements, or riders attached to the insurance.

"Plan Administrator" means Marana's Human Resources Director.

"Plan Year" means the fiscal year of the Plan.

"Premium Holiday" means a designated period of time in which the Trust waives the total premium (the amount established by the Trustees pursuant to Section 5.01(a)).

"Restricted Reserve" means the amount needed to pay Plan claims that are incurred but not reported, and also Plan claims that are incurred but not paid. The amount shall be as attested

to by an actuary who has been engaged to provide services to the Trust and as approved by the Trustees.

"Restricted-Plus-Six Reserve" means the Restricted Reserve plus an amount equal to six months of premium payments for the Plan.

"Trust" means the legal entity established pursuant to this Trust Document.

"Trustees" means the Trustees described in this Trust Document.

ARTICLE II
ESTABLISHMENT OF TRUST

Section 2.01. Establishment. Marana hereby establishes the Trust, consisting of such monies as Marana may deposit from time to time in the Account; plus all other money or property as shall lawfully become a part of the Trust; plus all the earnings, income, gains, appreciation and all other increments of any nature from the foregoing; and less payments made pursuant to this Trust Document. The Trust shall become effective only upon the determination of Marana's Town Attorney that this document is in proper form and is within the power and authority of the Council, and upon the approval of the Council.

Section 2.02. Name. The Trust shall be known as the Marana Health Care Benefits Trust.

Section 2.03. Purpose.

(a) The Funds shall be held, invested, reinvested, and administered by the Trustees in accordance with the terms of the Plan and the terms of this Trust Document, solely in the interest of Participants and Beneficiaries and for the purpose of providing benefits to the Participants and their Beneficiaries and defraying the reasonable expenses of administering the Plan and the Trust.

(b) The purpose of the Trust is to fund health, welfare and related benefits, consistent with the restrictions contained in Code Section 115 and other applicable law, for the benefit of Participants and Beneficiaries, in accordance with the Plan.

(c) The successful operation and administration of the Trust requires communication and cooperation among the Trustees, the Council, Town Management, Town Staff, Employees, and other third parties. Decisions made by the Trustees regarding operation and administration of the Trust should take into account input from designated stakeholders.

ARTICLE III
ORGANIZATION AND OPERATION OF TRUSTEES

Section 3.01. Appointment. The Council shall appoint individuals to serve as Trustees overseeing the management and administration of the Trust. The Council shall consider and may appoint any individual, provided that the number and identity of the appointed Trustees shall conform to the requirements of this Article. Each Trustee so appointed shall accept the appointment in writing and shall confirm in writing that the Trustee agrees to hold and administer the Funds, in trust, pursuant to the terms of this Trust Document.

Section 3.02. Number and Identity. There shall be five Trustees. No Trustee may be a member of the Council. No more than one Trustee may be an employee of Marana. No former member of the Council or former employee shall be a Trustee. With the exception of the employee Trustee, if any, a Trustee shall have expertise in the field of finance, employee benefits, health care, human resources, or risk management, and shall reside in Pima or Pinal County.

Section 3.03. Bonding. All Trustees shall be bonded in an amount to be approved by the Town Manager. This requirement may be satisfied by a blanket performance bond or other coverage provided by Marana.

Section 3.04. Officers. At the commencement of each Plan Year, the Trustees shall elect a Chairperson and a Secretary from among themselves. The Chairperson shall preside over the work of the Trustees pursuant to this Trust Document. The Secretary shall preside in the Chairperson's absence. The Secretary shall cause to be maintained accurate records of all actions of the Trustees, including minutes from all Trustees' meetings. A copy of the minutes shall be retained as a record of the Trust's activities.

Section 3.05. Term. Each Trustee shall serve a four-year term, unless a term is terminated earlier as described in this Article. Notwithstanding the foregoing, the initial terms for the first five Trustees shall be as follows: two Trustees to serve an initial term of two years; and three Trustees to serve an initial term of four years. The Council shall determine which of the first five Trustees shall serve the two-year and four-year terms.

Section 3.06. Termination. The term of any Trustee shall automatically terminate upon the earliest of the following: death; resignation; removal; failure to attend three consecutive meetings; or, for a Trustee who is an employee of Marana, the termination of such employment.

Section 3.07. Resignation of a Trustee. A Trustee may resign by giving 60 days' prior written notice to the Chairman. The Chairman may exercise discretion to waive or reduce the 60-day requirement, but shall not waive the written-notice requirement. The notice shall state the effective date of resignation. The resignation shall take effect on its stated effective date unless a new Trustee is appointed and accepts appointment prior to the stated effective date, in which case the date of acceptance shall constitute the effective date of the resignation. Upon the effective date of the resignation, the resigning Trustee shall be discharged from any further duty or responsibility under the Trust, and the resigning Trustee shall deliver to the Chairman (or to the Secretary, if the Chairman is resigning) any and all property in his or her possession or control which belongs to the Plan or Trust.

Section 3.08. Removal of a Trustee. A Trustee may be removed pursuant to Marana Town Code Section 2-6-2(G). Upon the effective date of the removal, the removed Trustee shall be discharged from any further duty or responsibility under the Trust, and the removed Trustee shall deliver to the Chairman (or to the Secretary, if the Chairman is being removed) any and all property in his or her possession or control which belongs to the Plan or Trust.

Section 3.09. Meetings. The Trustees shall meet whenever required to provide for the orderly and timely administration of the business of the Plan and the Trust at such location as may be acceptable to the Trustees, but no less than four times per Plan Year. In calling, providing notice of, and holding meetings, the Trustees shall conform to applicable law.

Section 3.10. Quorum. A quorum shall consist of three Trustees.

Section 3.11. Voting. Each Trustee shall have one vote. All actions by and decisions of the Trustees shall be the affirmative vote of a majority of the number of the Trustees attending a duly called meeting of the Trustees at which there is a quorum present.

Section 3.12. Exculpation and Indemnification of the Trustees.

(a) ***Reliance***. A Trustee may act or rely upon any of the following:

(i) Any instrument, application, notice, request, signed letter, telegram or other paper or document believed by the Trustee to be genuine and to contain a true statement of facts and to be signed or sent by the proper person; or

(ii) The advice, opinion, records, reports or recommendations of any accountant, actuary, administrator, attorney, consultant, co-trustee, investment agent or investment manager or any other advisor selected by the Trustees with reasonable care.

(b) ***Exculpation of Trustees***. No Trustee shall incur any liability individually or on behalf of other individuals for any action or omission, unless such action or omission is due to the Trustee's own gross negligence, criminal conduct, willful misconduct, or lack of good faith.

(c) ***Indemnification of Trustees***. The Trustees shall cause any person who is or has served as a Trustee to be indemnified out of the Trust against all damages, liabilities and expenses incurred by or imposed on the person in connection with any claim, suit, action or proceeding concerning the Trust or the person's acts or omissions as a Trustee, including, without limitation, legal fees and amounts paid in any compromise or settlement, unless such acts or omissions constitute gross negligence, criminal conduct, willful misconduct, or lack of good faith. Any indemnification provided herein shall be limited to amounts not collected pursuant to valid and enforceable liability insurance policies.

(d) ***Indemnification of Others***. To the extent permitted by law, the Trustees, in their discretion, may also cause the Trust to indemnify any person who is rendering services to the Trust or Plan against all damages, liabilities and expenses incurred by or imposed upon such a person in connection with any claim, suit, action or proceeding concerning the Plan or Trust or the acts or omissions of such a person, including, without limitation, legal fees and amounts paid in any compromise or settlement, unless such act or omission constitutes gross negligence, criminal conduct, willful misconduct, or lack of good faith.

(e) ***Limitation on Indemnification***. Notwithstanding the foregoing, no indemnification shall be provided unless and until:

(i) It is adjudicated that the action or omission did not constitute gross negligence, criminal conduct, willful misconduct, or lack of good faith; or

(ii) The Trust receives a written opinion from legal counsel for the Trust that any such adjudication would have determined that the action or omission did not constitute gross negligence, criminal conduct, willful misconduct, or lack of good faith.

Section 3.13. Compensation of Individual Trustees. An individual Trustee shall not be paid any compensation or reimbursement from the Trust for services provided to the Trust.

Section 3.14. Conflicts of Interest. Each Trustee shall comply with applicable state and federal law concerning conflicts of interest.

Section 3.15. Service in More Than One Fiduciary Capacity. Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan, the Trust, or both to the extent such is permitted by law.

ARTICLE IV
RESPONSIBILITIES AND POWERS OF THE TRUSTEES

Section 4.01. In General. The Trustees shall have the power to perform all acts, to take all proceedings, and to exercise all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer and manage the Trust so as to carry out the purposes of this Trust Document and the Plan. The Trustees shall discharge their responsibilities under this Trust Document:

(a) For exclusively governmental purposes, namely providing benefits to Participants and Beneficiaries and defraying the reasonable expenses of administering the Plan and Trust;

(b) With the care, skill, prudence, and diligence under the circumstances that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(c) By diversifying the investments of the Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and

(d) In accordance with the provisions of the Plan and this Trust Document.

Section 4.02. Discretionary Powers. The Trustees may without limitation do all of the following:

(a) Adopt policies, rules and procedures for the administration of the Trust; provided, however, that these policies, rules and procedures may not be inconsistent with the provisions of this Declaration of Trust or any applicable local, state, or federal law or regulations.

(b) Authorize the Plan Administrator or designee on behalf of the Trust to retain the services of actuaries, auditors, engineers, private consultants, administrators and advisors as the Trustees consider necessary to carry out the business and purposes of the Trust. The Trustees may seek private outside legal counsel when legal advice is considered necessary. For routine matters associated with administration of the Trust, the Trustees may seek counsel from the Town Attorney or designee.

(c) Recommend modifications of the terms and conditions of this Trust document to the Council.

(d) Authorize the Plan Administrator or designee to administer the day-to-day affairs of this Trust.

Section 4.03. Statutory Requirements.

(a) ***Risk Management Consultant or Insurance Administrator.*** Prior to paying Plan expenses on a self-insured basis, the Trustees shall confirm that the Town Manager has designated a risk management consultant or insurance administrator licensed pursuant to Title 20, Chapter 2 of the Arizona Revised Statutes, and the Trustees shall further confirm that such license was verified by the Council prior to such designation.

(b) ***Auditor.*** Marana shall engage an external auditor to perform an annual audit of the Trust. Each audit report shall be kept on file for five years with the Town Clerk. The Trustees shall work and cooperate with such auditor.

(c) ***Stop-Loss.*** Prior to paying any Plan claims on a self-insured basis, the Trustees shall confirm that Marana has procured stop-loss insurance for the Trust from an insurer authorized to do business in Arizona.

Section 4.04. Management. The Trustees shall have the power to manage the Trust, including the acquisition and disposition of property that is in or part of the Trust, as follows:

(a) ***General Authority.*** The Trustees shall have exclusive authority and responsibility with respect to the custody and management of the Trust, except to the extent any such authority has been assigned elsewhere by this Trust Document or has been delegated by the Trustees pursuant to this Trust Document.

(b) ***Separate Account.*** The Trustees have the exclusive responsibility and authority to maintain the Funds in Trust. The Trustees shall maintain the Funds at a financial institution approved by Marana.

(c) ***Contributions and Distributions.*** The Trustees have the authority and responsibility to determine the required contributions to and appropriate distributions from the Trust, as more fully described in Article V.

(d) ***Restricted Reserve.*** The Trustees have the authority and responsibility to determine the appropriate amount of Funds that the Trust should hold as Restricted Reserve, based on accepted actuarial standards and consistent with accounting principles generally accepted in the United States.

(e) ***Premium Holidays.*** No Premium Holiday shall be permitted unless it is recommended by the Trustees. The use of Funds for a Premium Holiday is subject to the following limitations:

(i) ***Premium Holiday.*** The Trustees may determine that Funds in excess of the Restricted-Plus-Six Reserve be used to pay for a Premium Holiday. The Trustees shall not approve a Premium Holiday if the use of Funds for the Premium Holiday would cause the total Funds to fall below the level of the Restricted-Plus-Six Reserve.

(f) ***Service Providers***.

(i) ***For the Trust***. The Trustees have the authority to request that appropriate Marana staff provide services to the Trust. In addition, the Trustees have the authority to engage suitable third parties to provide services for the Trust. Such authority is exclusive to the Trustees, with the following exceptions: Marana has the authority to select and engage an external auditor for the Trust, and Marana has the authority to select and purchase stop-loss coverage for the Trust.

(ii) ***For the Plan***. The Trustees do not have the authority to engage third parties to provide services for the Plan.

(iii) ***Payment***. The Trustees have the authority to pay reasonable compensation and expenses for any parties engaged to provide services for the Trust as set forth above.

(iv) ***Compliance***. All engagements and payments pursuant to this Section shall comply with applicable procurement laws, policies, and procedures.

(g) ***Accounts, Books, and Records***. The Trustees have the authority and responsibility to keep full and accurate accounts, books, and records concerning the Fund. All such accounts, books, and records shall be open to inspection in accordance with applicable law.

(i) ***Valuation***. The Trustees shall cause the Fund to be valued no less than annually and shall forward notice of such value to the Town Council and the Plan Administrator.

(ii) ***Accounting***. Within a reasonable time after the end of each Plan Year, the Trustees shall provide the Plan Administrator an accounting of the administration of the Trust since the previous accounting. The accounting shall include all transactions of the Trust during the relevant period, as well as all property in the Trust and its fair market value at the end of the relevant period.

(h) ***Legal.*** The Trustees have the authority to prosecute or defend actions, claims, or proceedings necessary or advisable for the protection of the Trust.

Section 4.05. Investments. The Trustees will, through the Finance Director and in accordance with the reasonably prudent investment standard for Trustees, provide for the investment of Trust monies in a manner consistent with the provisions of Arizona Revised Statutes Title 35, Chapter 2, Article 2.1 regarding management of public monies.

Section 4.06. Responsibilities Not Assigned to the Trustees. The Trustees shall have no authority or responsibility for:

(a) Designing, adopting, amending, or terminating the Plan;

(b) Ensuring that the Plan complies with state or federal laws mandating the terms of the Plan;

(c) Determining what portion of Plan premiums should be paid by Participants and Beneficiaries;

(d) Collecting premiums from Participants or Beneficiaries.

Authority and responsibility for the foregoing items in this Section are assigned to Marana, which may delegate this authority and responsibility to a third party.

ARTICLE V
CONTRIBUTIONS TO AND DISTRIBUTIONS FROM THE TRUST

Section 5.01. Contributions

(a) ***Premiums.***

(i) ***Amount***. The Trustees shall determine the total premium that shall be required to participate in the Plan at each coverage level (e.g., individual coverage, family coverage). In determining premiums, the Trustees shall consult with the risk management consultant or insurance administrator engaged to assist the Trust, the Plan Administrator, and the Finance Director, and shall also consult with an actuary familiar with the Trust and the Plan. In determining the total premium, the Trustees shall consider all reasonable factors, including but not limited to the amount of reserves in the Trust, the claims experience of the Plan and Trust, market conditions, and cost trends. The Trustees shall determine the total premium no less frequently than annually, but the Trustees have the authority to increase premiums more frequently if reasonably necessary to protect the financial stability of the Trust. The Trustees may recommend Premium Holidays subject to Section 4.04(e).

(ii) ***Administration***. At its discretion, the Trustees may establish a contribution schedule, adopting a funding policy, or using any similar mechanism to arrange for the orderly contribution of funds to the Trust. Marana shall forward the premiums to the Trust no less frequently than monthly, in accordance with the arrangement adopted by the Trustees. Upon the Trustees' knowledge that Marana is delinquent in its contributions, the Trustees shall promptly provide written notice of the delinquency to the Council, the Town Manager, and the Town Attorney.

(iii) ***Payment By Participants and Beneficiaries***. Marana may determine that a portion of the premium should be paid by Participants and Beneficiaries. In such event, Marana shall be responsible for collecting such portion from Participants and Beneficiaries and forwarding those monies to the Trust for deposit. If a Participant or Beneficiary fails to pay the appropriate portion of his or her premium, Marana shall ensure that the total premium shall nevertheless be paid to the Trust. Marana shall be responsible for recovering delinquent amounts from Participants or Beneficiaries.

(b) ***Other Funding***. The Trustees may permit the Trust to receive additional funding, including but not limited to any one or more of the following: interest, dividends, rebates, gifts, grants, special taxes levied to satisfy judgments, recovery from insurers, subrogation, or reimbursement.

Section 5.02. Distributions. Distributions from the Trust may be made for any of the following:

(a) Paying for or providing benefits to Participants or Beneficiaries, in accordance with the terms, provisions and conditions of the Plan, as determined and directed by the Plan Administrator.

(b) Paying all reasonable expenses of operating, administering, or managing the Plan or Trust, including but not limited to:

(i) Where third parties are engaged to provides services to the Plan or Trust, as described above, compensating such third parties;

(ii) Where Marana employees render services to the Trust or Plan, compensating Marana for such services;

(iii) Where taxes or assessments are levied or imposed upon the Trust or the Plan, paying such taxes or assessments.

(c) Upon termination, pursuant to Section 6.03.

Section 5.03. No Inurement to Private Interests. Except as specified in Section 5.02, at no time shall any part of the principal or income of the Trust inure to the benefit of a private individual or entity.

ARTICLE VI
AMENDMENT AND TERMINATION

Section 6.01. Amendment of Trust. This Trust Document may be amended in writing at any time by the Council. The Trustees may recommend amendments to the Council. Notwithstanding the foregoing, no amendment shall be adopted which alters the basic purpose of the Trust, causes the Trust to lose its status as a Governmental Trust, conflicts with any applicable law or government regulation, causes the use or diversion of any part of the Trust for purposes other than those authorized herein, or retroactively deprives anyone of a vested right or interest.

Section 6.02. Termination of Trust. The Trust shall continue until terminated by the Council in writing. The Council shall supply a copy of the writing to all the Trustees and to the Plan Administrator.

Section 6.03. Distribution Upon Termination.

(a) Upon termination of the Trust, the Trustees shall use the Funds to pay or to provide for the payment of any and all obligations of the Trust and the Plan, and the Trustees shall distribute and allocate the Funds in accordance with the then-current provisions of the Trust and the Plan; provided that, notwithstanding any Plan provision to the contrary, the Funds shall be allocated and distributed in the priorities and according to the categories required by applicable law.

(b) Upon termination of the Trust, after all obligations of the Trust and Plan have been satisfied, any remaining Funds shall revert and be distributed to Marana's general fund.

Section 6.04. Amendment and Termination of Plan. Nothing in this Trust Document shall affect Marana's ability to amend or terminate the Plan.

ARTICLE VII
GENERAL PROVISIONS

Section 7.01. No Right, Title, or Interest. No Employer, Employee, Participant, or Beneficiary shall have any right, title or interest in the Trust or any right to contributions to be made thereto, or any claim against the Trust on account thereof, except as may be provided from time to time by this Trust Document or the Plan, and then only to the extent of the benefits payable to such person under the Plan.

Section 7.02. Nonalienation of Benefits. The Trust shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse, former spouse or any relative, until such payment has been actually received by the person entitled to it. Any attempt to anticipate, alienate, settle, transfer, assign, pledge, encumber, charge or otherwise dispose of the same shall be void. The Trust shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.

Section 7.03. Prohibition of Diversion.

(a) It shall be impossible by operation of the Trust or by its natural termination, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust or any funds contributed thereto to be used for or diverted to purposes other than as described herein.

(b) Notwithstanding the foregoing, a contribution made by Marana as the result of a mistake may be returned to Marana if the Trustee so directs, provided that the repayment is not prohibited by applicable law.

Section 7.04. Incompetency. If it is determined that any person entitled to receive benefits is unable to care for his or her affairs because of mental or physical incapacity, the benefits due such person may be paid to his or her legal guardian or conservator, or to any relative by blood or by marriage to be used and applied for the benefit of such person. Payment to such legal representative or relative of the person on whose account benefits are payable shall operate to discharge the payor from any liability to such person or to anyone representing him or her (or his or her interest), and the Trustees shall have no duty or obligation to see that the funds are used or applied for the benefit of such person.

Section 7.05. Notice and Delivery of Documents. Any notice required to be given under this Trust Document may be given in person or by first-class mail. When notice is given by mail, it shall be deemed to have been given as of the date of posting to the last-known address of the addressee available from the Trust records.

Section 7.06. Headings. Titles of articles and headings of sections and subsections are inserted for convenience of reference. They constitute no part of this Trust Document and are not to be considered in the construction hereof.

Section 7.07. Construction. This Trust Document is created and accepted in the State of Arizona. All questions pertaining to its validity or construction not otherwise preempted by federal law shall be determined in accordance with the laws of the State of Arizona. If any provision contained in this Trust Document or in any collective bargaining agreement pursuant to which this Trust Document is created should be held unlawful, such provision shall be of no force and effect and this Trust Document or any such collective bargaining agreement shall be treated as if such provision had not been contained therein.

IN WITNESS HEREOF, the Town of Marana hereby establishes the Marana Healthcare Benefits Trust.

DATED this 6th day of August 2019

TOWN OF MARANA, ARIZONA
A Municipal Corporation

Ed Honea, Mayor

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM

Frank Cassidy, Town Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 7th day of August 2019, by Ed Honea, the Mayor of the TOWN OF MARANA, ARIZONA, a municipal corporation, on its behalf.

(Seal)

Suzanne Sutherland
Notary Public
Pima County, Arizona
My Comm. Expires 09-11-2022
Commission No. 551302

Notary Public

00062524.DOC /7

Board and Commission Application

Town Clerk

Submitted On:
Jan 19, 2024, 06:05PM EST

Board or Commission	Marana Health Care Benefits Trust Board
Please upload your resume here.	Steve Crooks Resume Director.docx
First Name	Steve
Last Name	Crooks
Email	[redacted]
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
How many years have you lived at this address?	23
How many years have you lived in Pima or Pinal County?	37
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Director of Business for Arizona and Nevada
Employer	Favorite Healthcare Staffing
What are some of the most important concerns or issues related to employee benefits that you think the Town will have to face in the near future?	Flexible benefits packages tailored to diverse work arrangements, addressing financial challenges due to inflation and indebtedness, and investing in learning and development are paramount. The Town must navigate economic uncertainties, prioritize employee well being, and foster diversity and inclusion as key differentiators. HR teams should strategically adapt benefits to the evolving needs of the workforce to enhance morale, productivity, and overall organizational resilience in the competitive landscape of 2024 and beyond.
Please describe your experience in the field(s) of finance, employee benefits, health care, human resources, and/or risk management	With over two decades of leadership in sales and business development, I excel in finance, employee benefits, healthcare, human resources, and risk management. As the Director for Arizona and Nevada at Favorite Healthcare Staffing, I oversee office operations and business development, showcasing my expertise in healthcare staffing. My experience in launching a market for Bacon and driving a turnaround at Grad Solutions demonstrates proficiency in business development, market analysis, and client relationships. From transforming Grad Solutions' revenues to navigating global markets at Vante, my career reflects success in dynamic industries.

	With a focus on professional development, I've completed extensive training. As a leader, entrepreneur, and board member, I bring financial acumen, strategic planning, and effective team management to drive success in the finance and healthcare sectors.
Describe your experience working with a Council-appointed board or commission	As President and Board of Directors for Courtney's Courage/Tee Up for Tots since 1999, I've been overseeing finances, fostering collaboration with healthcare stakeholders, and adeptly managing a dynamic team of 15 board members. This multifaceted experience has not only honed my governance, leadership, and financial management skills but has also provided valuable insights into the intricacies of navigating the healthcare sector. Collaborating closely with hospitals, physicians, and healthcare professionals has established meaningful partnerships that enhance our organization's impact. This collaboration has allowed us to implement impactful programs and initiatives that address the needs of our community. Motivating and managing a diverse team has been a cornerstone of my role. I've cultivated a collaborative and productive working environment through effective leadership and communication, ensuring that each board member brings unique skills and perspectives. Financial oversight has been a critical aspect of my responsibilities. Diligently managing the organization's finances requires strategic planning, attention to detail, and a commitment to fiscal responsibility. This stewardship has enabled us to allocate resources efficiently, maximizing the effectiveness of our programs. The most rewarding aspect of this journey has been witnessing the tangible and positive outcomes of our work in the community; our organization has made a meaningful and lasting difference. In conclusion, working on this board has been a comprehensive and enriching experience. It has not only enhanced my professional growth but has also deepened my dedication to making a positive impact on the lives of those we serve.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I will maintain objectivity by thoroughly researching and understanding the needs and concerns of all residents in the Town of Marana. I will actively seek input from diverse community members, attend public meetings, and consider the broader impact of decisions on the entire town. Transparency, open communication, and a commitment to fair representation will guide my decision making process, ensuring that I prioritize the community's collective interests over personal considerations.
Full Name	**First Name:** Terry **Last Name:** Rozema

Full Address	
Relationship	Friend
Phone Number	[redacted]
Full Name	**First Name:** Bob **Last Name:** Brown
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	NA
Person with Interest	NA
Type of Interest	NA
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship?	NA
Signature Data	First Name: Steve Last Name: Crooks Email Address: [redacted]



Signed at: January 19, 2024 6:04pm America/New_York

Full Date	**Month:** 1 **Day:** 19 **Year:** 2023

STEVE CROOKS

Tucson, AZ • [redacted] • [redacted]

DIRECTOR OF BUSINESS

SALES LEADERSHIP | BUSINESS DEVELOPMENT | START-UPS/TURNAROUNDS | P&L ACCOUNTABILITY

Strategic sales leader with over two decades of progressive leadership delivering revenue growth initiatives for large enterprise sales and next-generation technology solutions across multiple industries. Solid track record of acquiring new business, managing relationships, human resources, and motivating team members to exceed sales benchmarks. Lead a regular cadence of valued client engagements to ensure they are supported and represented throughout the sales cycle to build recurring sales pipelines of revenue-generating opportunities. Secure new business development prospects by surfacing solutions that hinder the trajectory, strategy, planning, and execution of critical business initiatives. Create significant investments around job deliverables, developing high-performing sales teams, and valuing the voice of the customer to drive a better foothold within the marketplace.

Areas of Expertise

Business/Sales Strategy & Execution | B2B/B2C Sales | Revenue Growth Leadership | Risk Management
Pipeline Development | Human Resources | Turnaround Management | Professional Presentations | Forecasting
C-Level Engagement Business Development | Market/Trend Analysis | Market Penetration | Cross-Functional Leadership
Vendor Relations | Project Management | Sales Team Training | Brand Development | Customer Success Plans
Product Demonstrations | Contract Negotiation | ROI Rationale | MS Office | CRM – HubSpot & Salesforce

PROFESSIONAL EXPERIENCE

Favorite Healthcare Staffing, Tucson, AZ — 2023-Present
Director for Arizona and Nevada

Responsible for Office Operations and Business Development for the Arizona and Nevada Markets. Management of recruiters, office personnel, and healthcare professionals. Favorite Healthcare Staffing is the nation's premier provider of healthcare professionals, offering a full range of per diem, allied health, contract, travel assignments, as well as permanent placement opportunities. Favorite continues to set the industry standard for quality, service, and integrity in healthcare staffing and services.

BACON; Tucson, AZ — 2021-2023
Business Development Executive

Serve as the principal strategist in launching a new market for the company's mobile application that supports a rapidly growing "gig economy" with qualified temporary workers. Execute the new business development strategy, operating frameworks, and commercial relations by researching/targeting industries plagued with maintaining a daily workforce. Build cross-functional relationships across the client's organization to provide awareness of the company's software, confront sales calls head-on, and identify processes, workstreams, and roadmaps to drive the employer/employee adoption of the company's workforce solution.

- Determine ways to leverage existing/new partner channels to rapidly accelerate the scaling, rollout, and selling of Baconwork's digital platform.
- Set a regular cadence of client-facing calls to understand their business, pain points, and strategic initiatives to build plans that accelerate the client's ROI results.
- Create lines of sight between the company's solution and the client's business to build a win-win selling strategy by maintaining a constant pulse on the solution's selling strength.
- Capitalize on opportunity pursuits as they occur through expert territory canvassing and following up on market ebbs and flows to convert leads into staffing solution partners.
- Accelerated sales velocity by fully utilizing CRM software to track engagements and align sales targets with activities, rapidly signing 70 new globally and nationally recognized employers.

GRAD SOLUTIONS; Mesa, AZ — 2015-2021
Director of Corporate Development & National Expansion

Held full accountability for driving a turnaround management strategy, rebuilding the sales team, and rebranding the company's solution within the market to expand existing and create net new Education Management Organization (EMO) and Dropout Recovery Program partners. Built the outreach sales team to engage with school administrators, counselors, politicians, and community members to decrease dropout rates and improve engagement. Strengthened the partnership portfolio based on business growth factors, program re-unification procedures, and key educational, operational, and societal synergies, growing company revenues from 600K to well over $12M during tenure.

- Drove appropriate ROI for each partnership by ensuring a proper blend of marketing, brand messaging, and local/regional outreach was in place to fuel sales performance.
- Established a multi-media marketing approach to ensure inbound and outbound engagement drives leads in sufficient volumes to take the business to the next level of success.

- Trained the sales teams on building innovative sales strategies, holding them accountable to meet sales goals, and equipping them with the tools and support to drive the sale across the finish line.

MDT CONSULTING; Tucson, AZ 2011-2015

Sales & Marketing Consultant

Stood in a high capacity of trust to resolve business challenges, develop brand management/marketing campaigns, optimize existing workforce, and fuel sales growth for clients struggling to meet objectives outlined in their operational and strategic plans. Carved out customer engagement strategies, analyzed organizational pain points, reviewed sales processes, and conducted business reviews to structure the consultancy plan and keep companies moving in the right direction. Engaged the correct control and expertise to be an active member of the client's strategy, solution, and execution team. Consulting on risk management, employee benifts and human resources.

- Delivered competitive analysis, leadership development opportunities, staff re-alignment recommendations, marketing strategies, and change management plans.
- Built a communication cadence between numerous teams to surface issues, resolve cross-functional conflicts, and complete client services.
- Positioned a medical device manufacturing company to grow revenues to $50M+ within 2 years, increased weekly sales by 91% for a wireless provider, and established a new market presence for a Laser Micrometer company.

VANTE; Tucson, AZ 2007-2011

Director of Sales & Marketing

Paved the way for a continual stream of revenue-generating opportunities and organizational growth for a global medical device manufacturing company. Established and nurtured value-added partnerships and relationships with distributors while managing global teams in Europe, China, and Japan. Consistently delivered above client expectations and laid the groundwork for multi-year sales success by securing high-value accounts with ongoing needs. Expanded product portfolio and ignited sales revenue by developing and defining launch strategy for new product lines, boosting sales, and embracing new demographics into the client's portfolio. Managed P&Ls, team development, sales forecasting, account expansion, and customer/employee relations.

- Translated internal/external communication into salient ideas that support the execution of the broader business development strategy across marketing outreach
- Delivered quarterly business reviews and previous sales recaps to facilitate valued discussions on penetrating new and existing markets.
- Continued to re-balance strategies and priorities as the customer relationship evolved by acquiring a deeper understanding of their healthcare needs.
- Grew gross sales by 33% through artful contract negotiations, ignited a 13% revenue increase, and augmented total sales by 30% despite slashing the advertising budget.

COX COMMUNICATIONS; Tucson, AZ 2005-2007

Commercial Sales Manager

Supervised 10 direct reports by tracking and managing sales and customer service activities. Launched an innovative solution to build and expand market share in a rapidly growing business segment, achieving $2.3M in revenue, exceeding quota by 12%, and growing the market by 7%.

QWEST COMMUNICATIONS; Tucson, AZ 2004-2005

Manager; New Business Development

Identified market trends, built business plans for new product launches, created financial models, and developed marketing programs, sales tools, and promotional materials to successfully penetrate DSL markets. Added 84 new distribution points during DSL launches by negotiating with key representatives to expand and grow DSL services across rural Arizona markets.

MCI; Tucson, AZ 2003-2004

District Sales Manager

Served as Market Manager responsible for developing and expanding new direct consumer channels for telecommunication products across Southern Arizona. Hired, trained, and supervised a district residential door-to-door sales team. Oversaw launch and direction of new market segments and future planning.

- Exceeded sales quotas by 23% by introducing an indirect agent program and leading a team of door-to-door sales staff to market and promote telecommunication products across Southern Rural Arizona.

CINGULAR WIRELESS; Dayton, OH 2001-2002

Director of Sales & Operations

Led sales and operations with full accountability for P&L performance. Built and executed turnaround and long-term strategic plans.

Spearheaded the "Roll-Over-Minute" concept as part of delivering a successful national campaign.

- Increased sales production by 22% and sales by retail location by 57% by launching new management and corporate office with a 15-member B2B team comprised of management, sales representatives, and support personnel.

VOICESTREAM WIRELESS/T-MOBILE; Tucson, AZ 1998-2001
Regional Sales Manager/Market Manager

Led sales for a multistate region with 500+ indirect points of distribution. Implemented plans to build and expand markets for PCS products from the ground up. Held full accountability for operating budget and $100M+ P&L. Hired, trained, and led a 38- member team. Supervised 54 permanent staff in addition to 500+ indirect dealer locations. Human resources and risk management responsibilities. Received President's award by serving 21 markets and continually ranked #1 and #2 region in the country for outstanding sales performance.

- Achieved 117% of sales quota and reduced acquisitions costs by 55% by balancing distribution channels to deliver products to market.

PROFESSIONAL TRAINING

A Six-Step IMPACT Selling® System: A consultative, customer-focused IMPACT Selling® System relevant to the daily challenges of the sales team– from qualifying a prospect to closing a sale. Case studies, role-playing, and problem-solving techniques are used to ground each course in the specific demands of the job.

Peak Performance Training and Development / Manager's Foundation Program: Focused training on Sales Systems and Structure providing a foundation for real control can be accomplished based on using a consistent offense, consistent defense, and an agreed set of plays.

Ken Blanchard / Situational Leadership II: Focused training on the fundamental changes in the role of a leader today.

Ninth House: The Ninth House curriculum addresses the most relevant issues organizations face today – from leadership and management development, to employee retention and performance management to driving large-scale change. Partnering for Results / Reframing Change / Forgoing Breakthroughs / Resolving Interpersonal Issues / Retaining and Engaging Talent / Mastering Workflow Interactive / High Impact Hiring / Self-Management / Managing Change / 7 Habits Interactive / Optimizing Team Performance / Virtual Teams

Development Dimensions International / Targeted Selection: Developing and maintaining a selection system that yield solid returns, delivering productive employees who enjoy their responsibilities and seek opportunities to continuously improve their jobs.

World Class Sales Management / Resolution Systems: Covered the specific demands managers face as they lead a sales team. Appraising Performance / Boosting Productivity / Coaching / Defining Key Sales Roles / Defining Management Roles / Managing Effectively / Hiring / Reducing Turnover /Running Effective Sales Meetings /Setting Expectations

Project Management: Understand project management to deliver value on time and under budget. Plan Project work and estimate time and cost / Master people-management and team-building skills

Marketing Management/Analyzing Competitors and Customers: Understand competitor analysis, explore marketing objectives, analyze the company's marketing strategy, and apply knowledge of different marketing methods.

BOARD & ENTREPRENEUR EXPERIENCE

COURTNEY'S COURAGE/TEE-UP FOR TOTS
President; Board of Director (1999-Present)

Oversee finances and day-to-day direction of the organization. Collaborate with Hospitals, Physicians, and Healthcare Professionals, responsible for motivating and managing a team of 15 Board Members.

2K2LLC; Tucson, AZ
Owner

Started a new joint venture, a family haircut chain (DBA: Sports Buzz Haircuts). Responsible for all aspects of the business, including site selection, marketing, personnel, business planning, communications, and budgeting. **Sold for Profit**

COMTEK PAGING & CELLULAR; Tucson, AZ
Founder/Owner

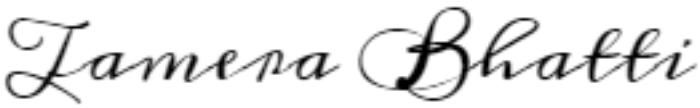
Responsible for the business plan, budget oversight, site selection, personnel, operations, marketing, customer service, bookkeeping, problem-solving, and communications. Grew from one location to six locations in 4 years. Increased annual revenues from $0 to $1.5 Million. **Sold for Profit**

Board and Commission Application
Town Clerk

Submitted On:
Jan 2, 2024, 10:58AM EST

Board or Commission	Marana Health Care Benefits Trust Board
Please upload your resume here.	Tamera Bhatti 2023 resume for Marana_.docx
First Name	Tamera
Last Name	Bhatti
Email	[redacted]
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
How many years have you lived at this address?	8 years
How many years have you lived in Pima or Pinal County?	Arizona
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	HR Executive
Employer	MHC Healthcare
What are some of the most important concerns or issues related to employee benefits that you think the Town will have to face in the near future?	Employee benefits are a very important part of total compensation. The city may face challenges that include rising healthcare costs, and managing employee expectations.
Please describe your experience in the field(s) of finance, employee benefits, health care, human resources, and/or risk management	I bring 25 years of HR leadership experience and an MBA to this role. I have selected and managed healthcare programs, led all facets of HR and have experience working in financial analysis.
Describe your experience working with a Council-appointed board or commission	This would be my first experience working in this environment
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations	I will maintain objectivity, by utilizing standard business decision making practices which include accurately identifying problem and their root causes and then selecting the best alternative that serves the interest od the town of Marana

other than your own residence.	
Full Name	**First Name:** Josh **Last Name:** Carzoli
Full Address	
Relationship	CEO, Marana Health, (my direct supervisor)
Phone Number	[redacted]
Full Name	**First Name:** Tamie **Last Name:** Olson
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Peer at MHC Healthcare (CFO)
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	None
Person with Interest	None
Type of Interest	None
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship?	None
Signature Data	First Name: Tamera Last Name: Bhatti Email Address: [redacted]



Signed at: January 2, 2024 10:53am America/New_York

Full Date	**Month:** 1 **Day:** 2 **Year:** 2024

Tamera Millington Bhatti, BA, MBA, SPHR
[redacted]

HR Executive Summary

As an HR business leader with over twenty five years' experience, I have developed organization wide workforce strategies that optimize HR operations, reduce operating expenses, enhance leadership capabilities, and create a workplace where people want to be.

MHC Healthcare Oct 2023 - Present
Chief People Officer

Lead HR team responsible for supporting healthcare operations, developing leaders and creating a great place to work.

TMC May 2022 – present
Director, Human Resources
Reporting to the Sr VP HR I developed and implemented programs that reduced turnover, increased employee engagement and leadership competencies for this 5,000 employee organization. Led Employee Relations (HR Partners) Training and Development, Compensation, Employee Heath. Partnered with our C-suite leaders to creatively solve business problems.

- Lead HR team that supports approximately 300 employee relations cases monthly. Reduced number of wrongful discharge and unemployment claims by 15% by training managers to use just culture and principles of organizational justice.
- Lead annual employee survey with 79% employee participation. Lead strategy around increased employee engagement reduced turnover by 5% from previous year.
- Lead and administer compensation program for 5,0000 employees. Developed market strategy that allowed us to win more market share employees.
- Launched an "Employee Focused Culture" program designed to enhance the employee experience and stabilize turnover. Gained support and budget for program that will develop two hundred leaders over three years and create a work environment supported by great leaders. This program contributed to a 5% drop in turnover from previous year.

VP Human Resources (Head of HR)
SUNQUEST INFO SYSTEMS, A ROPER TECHNOLOGY COMPANY 2018 – MAY 2022

Reporting to the CEO, responsible for building culture, setting the people agenda, and leading people operations in this international organization spanning, US, UK, EU, India Australia, and Dubai.

- Developed and implemented a comprehensive international people plan to become employer of choice. Reduced turnover by 50% (from 25% to 12%) increased employee satisfaction (59th to 71st percentile) and contributed to the enhancement of EBITDA results over three years (increased by twelve points) in three years. Established ex-patriate process and systems to support international expansion.
- Led three UKG module implementations, providing manager and employee self-service, Restructured HR organization to include COE and HR Partner model. Developed and implemented major process and system changes that reduced HR headcount by 38%. Significantly increased employee and leader satisfaction with HR service delivery.
- Analyzed and overhauled $60 million multinational total compensation program. Identified pay disparity and developed and implemented updated compensation strategy that included base, sales, incentive and on the spot pay incentives. Developed talent strategies to compete in challenging India labor market. All this contributed to a significant drop in turnover identified above.
- Launched various ERGs to support LGBTQ+, Diversity and Inclusion and Women in the workplace. Conducted OHA (organizational health assessment), designed to rebalance headcount, redesign process, and make the organization a better place to work.
- Developed and delivered succession plan tools that identified organizational competency gaps and provided guidance in closing talent gaps.
- Led international training and development, career development and mentorship programs as well as leading new employee on boarding, development programs including Crucial Conversations, Udemy and Docebo on demand training.
- Developed and implemented new 9 box and 4 box talent management process that identify successors for key roles in organization.

CHRO

BANNER HEALTH UNIVERSITY MEDICAL GROUP (TUCSON AND PHOENIX) 2016 – 2017

Led major medical group integration between U of A and Banner Health supporting three major hospitals in Tucson, and Phoenix, AZ

- Led employee engagement efforts and annual survey team; Increased engagement 15% in first year.
- Led compensation redesign that added a variable pay for performance component for physicians. Resulted in 42% improvement in chart closures which enable organization to bill patients for all services they received. This increased patient revenue by approximately $8 million in just the first year.
- Led HR team in employee relations investigations and resolutions. Worked to develop fair and equitable “just culture” that increased employee engagement. Identified trends in employee relations work and developed training and coaching to enhance leadership capabilities. Coached leaders and employees to resolve disputes and discuss differences.

- Led succession planning and talent management process that identified key vulnerabilities and developed strategies for growing talent internally.

Senior Systems Director, Human Resources and Organizational Development
PEACEHEALTH | VANCOUVER, WA | HEALTHCARE 2012 – 2015
As HR leader for the System Services organization that supports 2,200 headquarter staff, collaborated with senior leaders to identify organizational improvement opportunities and HR interventions that sustain cultural values and support financial goals. Lead HR Partners, OD, and Change Management Consultants.

- Led cross functional team that implemented major HRIS projects including TALEO and KRONOS workforce analytics for 16,000 employees. This enabled the organization to obtain real time workforce metrics and improve decision quality.
- Managed annual salary and performance appraisal process meeting budget and timeline goals.
- Developed 9 box talent assessment process used throughout the organization. This process provided a candid look into existing talent and shaped developmental efforts throughout the organization.
- Led organizational assessment, and span of control work that reduced expenses by $10 million annually and increased efficiencies across the organization.

Additional Human Resources Leadership positions
- Frontier Communications – Manager, HR, and Training
- Time Warner Telcom – Director Training and OD
- Lee Hecht Harrison (DBM) - Director

Community engagement:

YWCA Compensation Committee Chair | United Way Chair | Volunteer HR Consultant, Humane Society| Community Advocate, Food Bank for SW Washington |In school facilitator, Junior Achievement|

Education, Certifications, Training

MBA, Louisiana State University
BA, Portland State University
SPHR

Council-Regular Meeting **A1**

Meeting Date: 02/20/2024

To: Mayor and Council

Submitted For: Jing Luo, Water Director

From: Asia Philbin, Water Resources Coordinator

Date: February 20, 2024

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2024-019: Relating to Water; approving and authorizing the Mayor to sign a purchase and sale agreement for long term storage credits with the Tohono O'odham Nation (Jing Luo)

Discussion:

This water resource acquisition agreement with the Tohono O'odham Nation (the "Nation") results from the recommendations of the town's ten-month Water Resource Acquisitions Task Force, whose work concluded in April 2023. The Task Force was established as part of the Integrated Water Resources Planning Project to assess the Town's water resource needs and develop a cost-effective strategy to meet those needs. A status report and preliminary recommendations were presented at the 2023 Council Retreat. The Task Force provided a framework for assessing and prioritizing potential acquisitions, including the purchase of long-term storage credits (LTSCs). Following the Town's Letter of Intent submitted to the Nation in August 2023, the Tohono O'odham Nation Legislative Council approved the proposed Purchase and Sale Agreement on January 16, 2024.

The terms of the agreement provide for the purchase and sale of 12,000 acre-feet of long-term storage credits (LTSC) currently held by the Nation, for a purchase price of $400.00 per credit, totaling $4,800,000.00. These LTSCs, earned by storing Central Arizona Project (CAP) water in proximity to Marana Water's service area, are an environmentally sound water supply that will allow the Town to meet its goals of maximizing the use of renewable supplies and helping to attain the aquifer management goal of safe yield. In recent years, the price of LTSCs has increased

significantly due to shortages in both CAP delivery and the overall water credit market. It is anticipated that the price of LTSCs will continue to increase in the foreseeable future. Therefore, this LTSC purchase at this time is considered timely and cost-effective. The proposed Purchase and Sale Agreement also includes terms of protection for the Town and the Nation to ensure that the transaction is approved by the Arizona Department of Water Resources (ADWR) and reflected in the Town's long-term storage account after the Town makes full and timely payment for the purchase. If the proposed Purchase and Sale Agreement is approved by the Town Council, the transfer of the credits is anticipated to be completed by the end of March.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	Yes
Amount:	$4,800,000.00

This expense is budgeted under Renewable Resources (51690000) Capital Expenditures for Project WT066 (Water Resource Aquisitions).

Staff Recommendation:

Staff recommends approval of Resolution No. 2024-019.

Suggested Motion:

I move to adopt Resolution No. 2024-019, approving and authorizing the Mayor to sign a purchase and sale agreement for long term storage credits with the Tohono O'odham Nation.

Attachments

Resolution No. 2024-019

Exhibit A - LTSC Purchase Sale Agreement

MARANA RESOLUTION NO. 2024-019

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A PURCHASE AND SALE AGREEMENT FOR LONG TERM STORAGE CREDITS WITH THE TOHONO O'ODHAM NATION

WHEREAS the Tohono O'ohdam Nation, a federally recognized Indian Tribe, and the Town of Marana, an Arizona municipal corporation, have negotiated and desire to enter into a Purchase and Sale Agreement for Long Term Storage Credits, pursuant to which the Town will purchase 12,000 acre-feet of long-term storage credits from the Nation for a purchase price of $4,800,000.00; and

WHEREAS the Mayor and Council find that the terms and conditions of the agreement are in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Purchase and Sale Agreement for Long Term Storage Credits between the Tohono O'ohdam Nation and the Town of Marana, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of February, 2024.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

PURCHASE AND SALE AGREEMENT
FOR
LONG TERM STORAGE CREDITS

This Purchase and Sale Agreement is made this _____ day of _____, 2024, (the "Effective Date"), between and among the Town of Marana, Arizona ("Marana"), an Arizona municipal corporation, and the Tohono O'odham Nation ("Nation"), a federally recognized Indian Tribe.

RECITALS

A. Marana desires to purchase Long-Term Storage Credits developed by the Nation pursuant to Arizona Revised Statutes Title 45, Chapter 3.1, for the benefit of Marana's designated water service area.

B. The Nation is willing to sell and transfer certain Long-Term Storage Credits to Marana under the price, terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms, when capitalized, shall mean:

1. "ADWR" means the Arizona Department of Water Resources.

2. "Agreement" means this Purchase and Sale Agreement for Long-Term Storage Credits.

3. "Long-Term Storage Credit" is as defined in Arizona Revised Statutes § 45-802.01(12).

4. "Long-Term Storage Credit Transfer Form" is a form, approved by ADWR, to effectuate the assignment of Long-Term Storage Credits, as defined in Arizona Revised Statutes § 45-854.01(B), and more specifically described in Article 3 below.

5. "Marana" means the Town of Marana, Arizona.

6. "Marana's Account" means (i) the long-term storage account established pursuant to Arizona Revised Statutes § 45-859.01 for the Tucson Active Management Area (Account No. 70- 411220.0000).

7. "Nation" means the Tohono O'odham Nation.

8. "Nation's Long-Term Storage Account(s)" means the Long-Term Storage account established pursuant to Arizona Revised Statutes § 45-852.01 in Nation's name in the Tucson AMA (Account No. 70-084101.0000).

ARTICLE 2
PURCHASE OF LONG-TERM STORAGE CREDITS

2.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, the Nation agrees to sell, transfer and assign and Marana agrees to purchase, accept and pay for 12,000 acre-feet of Long-Term Storage Credits as set forth in Exhibit A.

2.2 Type of Water. It is the intent of the parties that all Long-Term Storage Credits purchased and sold under this Agreement shall retain the identity of the source of water used to generate such Long-Term Storage Credits.

2.3 Long-Term Storage Credits. The Long-Term Storage Credits to be sold by the Nation were stored at the underground storage facility(s), under the ADWR Facility Permit and ADWR Water Storage Permit set forth in Exhibit A hereto.

2.4 Purchase Price. The Purchase Price for the Long-Term Storage Credits to be transferred pursuant to this Agreement is $4,800,000. The per-credit price for Long-Term Storage Credits to be transferred pursuant to this Agreement is $400.

ARTICLE 3
TIME AND MANNER OF TRANSFER

3.1 Long-Term Storage Credit Transfer Form. To evidence the transfer of Long-Term Storage Credits, the Nation shall complete, sign and deliver the Long-Term Storage Credit Transfer Form to Marana within 20 business days of full execution of this Agreement. A copy of the Long-Term Storage Credit Transfer Form is attached as Exhibit B to this Agreement. After the Nation has executed and delivered the Long-Term Storage Credit Transfer Form to Marana, Marana shall sign and deliver the fully executed Long-Term Storage Credit Transfer Form to ADWR within 20 business days.

3.2 Additional Actions and Documentation. Marana shall pay any administrative fees established by ADWR to effectuate the transfer of the Nation's Long-Term Storage Credits into Marana's Account. The parties shall cooperate to take such further actions and execute such further documents as may be determined by either party to be necessary or advisable in order to complete the transfer of the Long-Term Storage Credits contemplated by this Agreement.

ARTICLE 4
COMPLETION OF DELIVERY AND PAYMENT

4.1 Completion of Delivery. Delivery of the Long-Term Storage Credits to be transferred pursuant to this Agreement shall be deemed complete when ADWR notifies Marana in writing that ADWR has received and accepted the Long-Term Storage Credit Transfer Form and intends to transfer the Long-Term Storage Credits from the Nation's Long-Term Storage Account to Marana's Account ("ADWR Acceptance"). Marana and the Nation shall cooperate with ADWR to facilitate completion of such transfer by ADWR.

4.2 Payment. Marana shall pay the Nation the full purchase price amount pursuant to Article 2.4 above, no later than 20 business days after ADWR Acceptance.

ARTICLE 5
REJECTION OR INVALIDATION OF TRANSFER

5.1 Rejection or Invalidation of Transfer. If ADWR, pursuant to Arizona Revised Statutes § 45-854.01(C), rejects or invalidates any transfer or assignment of Long-Term Storage Credits made hereunder before Marana has paid for such Long-Term Storage Credits, Marana shall not be obligated to pay for the number of Long-Term Storage Credits affected by such rejection or invalidation. If such rejection or invalidation occurs after payment has been made by Marana, the Nation shall refund an amount equal to the number of Long-Term Storage Credits affected by such rejection or invalidation times the price per acre-foot for the affected Long-Term Storage Credits, as such price is established in Article 2.4 above. The Nation shall refund such amount within 30 business days after either Marana or the Nation receives any notice of rejection or invalidation from ADWR. Marana shall transfer and assign back to the Nation the number of credits affected by any such rejection or invalidation. The Nation's obligation to refund any payments under this Article 5 shall expire 30 calendar days after ADWR has issued a non-appealable final agency decision approving the transfer and assignment of the Long-Term Storage Credits into Marana's Account. The Parties' rights and obligations under this Article 5 shall remain in full force and effect, and shall survive termination of this Agreement for purposes of addressing a circumstance where ADWR rejects or invalidates any transfer of Long-Term Storage Credits made hereunder.

ARTICLE 6
EFFECTIVE DATE AND TERM

6.1 Effective Date and Term. This Agreement shall be effective as of the date it has been executed by both parties hereto, which date is set forth in the introductory paragraph of this Agreement (the "Effective Date"). This Agreement shall stay in effect until all provisions under the Agreement have been met unless terminated earlier in accordance with Article 7.

ARTICLE 7
REPRESENTATIONS, DEFAULT AND REMEDIES

7.1 Representations and Warranties. The parties hereby represent and warrant as follows:

7.1.1 The persons signing on behalf of their respective parties below have the authority to enter into this Agreement and bind their respective party to its terms.

7.1.2 The Nation has not previously alienated, assigned, transferred, pledged to a Certificate of Assured Water Supply or a Designation of Assured Water Supply, or otherwise encumbered the Long-Term Storage Credits, and Marana shall have free and unrestricted use of the same in accordance with applicable law.

7.1.3 The Nation shall take no action to sell, convey, transfer or assign any long-term storage credits to any other party that would diminish the long-term storage credits in the Nation's Long-Term Storage Account(s) below 12,000 acre-feet at any time during the calendar years 2023 and 2024 until the transaction contemplated under this Agreement is finalized or this Agreement otherwise terminates by its own terms.

7.2 Default. The occurrence of any of the following events constitutes an event of default by a party to this Agreement:

7.2.1 The failure of either party to perform any term, covenant, or condition of this Agreement, if that failure continues for 30 days following the receipt of written notice from the other party.

7.2.2 (i) The filing by or against either party of a petition to have the party adjudged as bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against a party, the same is dismissed within 60 days); (ii) the making by a party of any general assignment for the benefit of creditors; (iii) the appointment of a trustee or receiver to take possession of substantially all of the party's assets, when possession is not restored to the party within 60 days; or (iv) the attachment, execution, or other judicial seizure of substantially all of a party's assets, where such seizure is not discharged within 60 days.

7.3 Remedies. If an event of default occurs, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party and/or may pursue any other rights available to it in law or equity consistent with the limitations included in paragraph 8.2, *infra.* The obligation of the defaulting party to pay any amounts due but unpaid as of the date of termination under this provision shall survive such termination.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Interpretation. This Agreement is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona, without regard to its conflicts of laws provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Pima County, Arizona.

8.2 Sovereign Immunity. The Nation hereby provides a limited waiver of sovereign immunity for the purpose of resolving any dispute that arises out of this Agreement. Nothing in this limited waiver shall be deemed to waive the Nation's immunity from suit except as to a case/claim brought by Marana sounding in contract alleging a breach of this Agreement. Damages as to the Nation are limited to direct contractual damages and shall not include speculative, consequential or punitive damages. The Nation's Attorney General is authorized to accept service on behalf of the Nation.

8.3 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and does not create, nor shall it be construed to create, rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this Agreement.

8.4 Amendments. This Agreement may be modified, amended or revoked only by the express written agreement of the parties hereto.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and no understandings or obligations not expressly set forth in this Agreement are binding upon the parties.

8.6 Waiver. No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving party. A waiver by any party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.

8.7 Captions. All captions, titles, or headings in this Agreement are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this Agreement.

8.8 Rules, Regulations and Amendment or Successor Statutes. All references in this Agreement to the Arizona Revised Statutes include all rules and regulations promulgated by ADWR under such statutes and all amendment statutes and successor statutes, rules, and regulations to such statutes, rules, and regulations.

8.9 Conflicts of Interest. The parties to this Agreement are hereby notified of A.R.S. § 38-511.

8.10 Severability. The provisions of this Agreement are severable to the extent that if any provision is held unenforceable under applicable law, the remaining provisions of the Agreement shall remain in effect, if the intent of the Agreement can be accomplished.

8.11 Indemnification. Each party to this Agreement is independently responsible in the event of its own negligence. Neither party agrees to indemnify the other party.

8.12 Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight delivery, or United States certified or registered mail. Any such notice must be addressed to the appropriate party at the following address (or at any other address as a party may hereafter designate by written notice given as required by this paragraph):

TOWN OF MARANA:

For U.S. Mail use: Town of Marana
11555 West Civic Center Drive
Marana, AZ 85653
Attn: Town Manager

TOHONO O'ODHAM NATION:

For U.S Mail use: Tohono O'odham Nation
P.O Box 837
Sells, Arizona 85634
Attn: Attorney General

Notice is deemed to have been given on the date on which notice is personally delivered, delivered to an overnight delivery service, or mailed. Notice is deemed to have been received on the date on which the notice is actually received or delivery is refused.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first set forth above.

TOWN OF MARANA, an Arizona municipal corporation.

By:_____
Ed Honea, Mayor

ATTEST: _____
David L. Udall, Marana Town Clerk

TOHONO O'ODHAM NATION, a federally recognized Indian tribe.

By: _____
Verlon M. Jose
Its: Chairman

APPROVED AS TO FORM _____
Howard M. Shanker, Attorney General

EXHIBIT A
to
Purchase and Sale Agreement for Long Term Storage Credits

LONG-TERM STORAGE CREDITS

Facility Name	ADWR Facility Permit No.	ADWR Water Storage Permit No.	ADWR Long-Term Storage Account No.	Credits (AF)	Water Source
Lower Santa Cruz USF	71-561366.0006	73-561366.1300	70-084101.0000	12,000	CAP

EXHIBIT B

to

Purchase and Sale Agreement for Long Term Storage Credits

ADWR LONG-TERM STORAGE CREDIT TRANSFER FORM A.R.S. §45-854.01

ARIZONA DEPARTMENT OF WATER RESOURCES
Water Planning & Permitting Division
1110 West Washington St., Suite 310
Phoenix, Arizona 85007
Telephone (602) 771-8599
Fax (602) 771-8689

For Official Use Only

DATE RECEIVED: _____

LONG-TERM STORAGE CREDIT TRANSFER FORM
A.R.S. § 45-854.01

The fee for a Long-Term Storage Credit Transfer is $250.00 per water storage transfer. Only one transaction may be requested per form. Payment may be made by cash, check, or credit card.. Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Long-Term Credit Transfer are authorized by A.A.C. R12-15-104.**

[FOR ASSIGNOR]

_____
Name of Assignor

_____
Contact Person/Telephone Number

_____
Mailing Address

_____
City/State/Zip

_____
Email

_____
Long-Term Storage Account No.

_____
Facility Permit Number (where source water was stored)

_____
Water Storage Permit Number (authority to store source water)

Number of long-term storage credits (in acre-feet) transferred by type(s) of water and year credits were earned.

Type: _____acre-feet_____ year earned_____

Type: _____acre-feet_____ year earned_____

[FOR ASSIGNEE]

_____
Name of Assignee

_____
Contact Person/Telephone Number

_____
Mailing Address

_____
City/State/Zip

_____
Email

_____
Long -Term Storage Account No. (if any)

If the transfer includes long-term storage credits earned from the storage of Central Arizona Project (CAP) water in an Active Management Area (AMA), please state:

1. The date of Assignee's formation (if Assignee is a legal entity): _____.

2. The amount of groundwater withdrawn by Assignee in the AMA during the calendar year that the credits were earned:
   _____.

   a. The groundwater right number(s) the Assignee withdrew the groundwater pursuant to:
      _____

Required Signature Block is on Page 2

Pursuant to A.R.S. § 45-854.01(C), the director of the Arizona Department of Water Resources may reject and invalidate any assignment of long-term storage credits in which the stored water would not have met the requirements for long-term storage credits as prescribed by A.R.S. § 45-852.01 if the assignee had stored the water.

The undersigned hereby certify, under penalty of perjury, that the information contained in this report is, to the best of their knowledge and belief, correct and complete and that they are authorized to sign on behalf of the party for whom their signature appears.

Authorized Signature for Assignor DATE	Authorized Signature for Assignee DATE
Title	Title

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.