



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 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 March 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

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

- C1 Ordinance No. 2024.007: Relating to Administration; amending Marana Town Code Title 3 (Administration), Chapter 3-2 (Establishment, compensation, and powers and duties of town officers); revising Section 3-2-4 (Town clerk) to provide that the town clerk shall delegate the duties of treasurer to the Town's finance director and to remove from the town clerk's duties the duty to serve as the town marshal; adding new section 3-2-8 (Town marshal) to designate town officers to serve as the town marshal; and designating an effective date (David L. Udall)
- C2 Ordinance No. 2024.008: Relating to Municipal Court; amending Marana Town Code Title 5 (Marana Municipal Court), Chapter 5-6 (Fees); revising Section 5-6-1 (Fee schedule for court costs) to allow the town treasurer to invest court improvement fund monies instead of mandating such investment; and designating an effective date (David L. Udall)
- C3 Ordinance No. 2024.009: Relating to Police; amending Marana Town Code Title 4 (Police Department), Chapter 4-1 (Police department); revising Section 4-1-5 (Duties of chief of police) to remove from the chief of police's duties the duty to collect license fees levied within the Town; and designating an effective date (David L. Udall)
- C4 Resolution No. 2024-021: Relating to Administration; approving and authorizing the Mayor to execute Amendment Three to the Intergovernmental Agreement with Pima County for the Pima Early Education Program (Lisa Shafer)

- C5 Resolution No. 2024-022: Relating to Development; approving a release of assurances for Breakers 40 and accepting public improvements for maintenance (Jason Angell)
- C6 Resolution No. 2024-023: Relating to Development; approving a release of assurances for Saguaro Bloom 7B and accepting public improvements for maintenance (Jason Angell)
- C7 Resolution No. 2024-024: Relating to Marana Regional Airport; approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement in the amount of \$17,355.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Automated Weather Observing System (AWOS) Replacement project (Grant No. E4F1C 01C) (Fausto Burruel)
- C8 Resolution No. 2024-025: Relating to Marana Regional Airport; approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season (David L. Udall)
- C9 Resolution No. 2024-026: Relating to Public Works; Authorizing the Town Manager to sign joint trench agreements on behalf of the Town of Marana for Tangerine Road Corridor Project - Phase 2A (Libby Shelton)
- C10 Resolution No. 2024-027: Relating to Real Estate; approving and authorizing the Town Manager to execute a License Agreement with Chasse Building Team, Inc. for use of Town-owned property located adjacent to N. Marana Main Street situated between W. Civic Center Dr. and W. Grier Rd., for a construction staging area (Libby Shelton)
- C11 Approval of Regular Council Meeting Summary Minutes of March 5, 2024 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 Resolution No. 2024-028: Relating to Real Property; approving and authorizing the Mayor to execute the Right of Entry and Settlement Agreement with Mandarin Holdings, LLC regarding the Town's use of property located in the Mandarin development as a public parking lot (Jane Fairall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/ government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)
- D2 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2024/ 2025 budget, including proposed budget initiatives and expenditures (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).

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

C1

Meeting Date: 03/20/2024

To: Mayor and Council

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

Date: March 20, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2024.007: Relating to Administration; amending Marana Town Code Title 3 (Administration), Chapter 3-2 (Establishment, compensation, and powers and duties of town officers); revising Section 3-2-4 (Town clerk) to provide that the town clerk shall delegate the duties of treasurer to the Town's finance director and to remove from the town clerk's duties the duty to serve as the town marshal; adding new section 3-2-8 (Town marshal) to designate town officers to serve as the town marshal; and designating an effective date (David L. Udall)

Discussion:

Arizona Revised Statutes (A.R.S.) sections 9-237 and 9-238 establish appointive officers and their duties for towns incorporated under a common council form of government, including the office of town marshal and town treasurer, and A.R.S. § 9-237 authorizes the Town Council to appoint other officers it deems necessary. Currently, Section 3-2-4 of the Marana Town Code designates the Town Clerk to serve as the treasurer of the Town and as the Town's marshal. Because the Town now has a Finance Director and Finance Department specifically trained and qualified to handle the financial assets and liabilities of the Town, and because the Town now has a Chief of Police and Police Department specifically trained and qualified to perform the duties ascribed to that of marshal, Town staff felt it was necessary for the Code to be revised to designate the Town's Finance Director as treasurer and the Town's Police Chief as marshal. The revisions proposed by this ordinance are designed to bring the Code into conformity with current practices in the Town.

A.R.S. § 9-238 requires that the town clerk be the treasurer of the Town. If adopted, the

proposed revisions would provide for the Town Clerk to delegate the duties of treasurer to the Town's Finance Director. A.R.S. § 9-238 also requires that the marshal collect all taxes of the Town. If adopted, the proposed revisions would remove from the duties of the Town Clerk the duty of serving as the marshal and would designate the Town's Police Chief as the Town's marshal generally and would designate the Town's Finance Director as the marshal for the purpose of collecting all taxes of the Town pursuant to A.R.S. § 9-238 and for that purpose only.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2024.007.

Suggested Motion:

I move to adopt Ordinance No. 2024.007, amending Marana Town Code Section 3-2-4 (Town clerk) to provide that the town clerk shall delegate the duties of treasurer to the Town's finance director and to remove from the town clerk's duties the duty to serve as the town marshal; adding new section 3-2-8 (Town marshal) to designate town officers to serve as the town marshal; and designating an effective date.

Attachments

Ordinance No. 2024.007

MARANA ORDINANCE NO. 2024.007

RELATING TO ADMINISTRATION; AMENDING TOWN CODE TITLE 3 (ADMINISTRATION), CHAPTER 3-2 (ESTABLISHMENT, COMPENSATION, AND POWERS AND DUTIES OF TOWN OFFICERS); REVISING SECTION 3-2-4 (TOWN CLERK) TO PROVIDE THAT THE TOWN CLERK SHALL DELEGATE THE DUTIES OF TREASURER TO THE TOWN'S FINANCE DIRECTOR AND TO REMOVE FROM THE TOWN CLERK'S DUTIES THE DUTY TO SERVE AS THE TOWN MARSHAL, ADDING NEW SECTION 3-2-8 (TOWN MARSHAL), TO DESIGNATE TOWN OFFICERS TO SERVE AS THE TOWN MARSHAL; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS A.R.S. §§ 9-237 & 9-238 establish appointive officers and their duties for towns incorporated under a common council form of government, including the office of town marshal and town treasurer, and A.R.S. § 9-237 authorizes the Town Council to appoint other officers it deems necessary; and

WHEREAS the Town Council finds that revising Title 3 of the Marana Town Code regarding the offices of town marshal and town treasurer as set forth in this ordinance is in the best interests of the Town of Marana and its residents.

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

SECTION 1. Marana Town Code Title 3 (Administration) Chapter 3-2 (Establishment, compensation, and powers and duties of town officers) is hereby amended to revise Section 3-2-4 (Town clerk) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double-underlining):

3-2-4 Town clerk

[No revisions to paragraphs A through C]

D. Powers and duties. The town clerk shall have those powers and duties set forth by state law as well as town ordinance, resolution, order or directive. In addition to the powers and duties set forth above, it shall be the town clerk's responsibility and authority to perform the following:

[No revisions to subparagraphs 1 through 5]

6. The town clerk shall also be the treasurer of the town pursuant to A.R.S. § 9-238, and have the duties and responsibilities as prescribed by state law; however, the town clerk shall delegate the duties of treasurer to the town's finance director to administer and manage the financial assets and liabilities of the town and to otherwise perform the duties and responsibilities of treasurer as prescribed by state law or town code;

[No revisions to subparagraphs 7 through 9]

~~10. The town clerk shall be the town marshal and shall perform duties of the town marshal required by law and as the town manager may deem necessary.~~

SECTION 2. Marana Town Code Title 3 (Administration) Chapter 3-2 (Establishment, compensation, and powers and duties of town officers) is hereby amended to add new Section 3-2-8 (Town marshal) as follows, and the sections that follow are renumbered to conform:

3-2-8 Town marshal

The town's chief of police shall be the town marshal and shall perform the duties of the town marshal required by law and as the town manager may deem necessary, except that the town's finance director shall be the town marshal for the purpose of collecting all taxes of the town pursuant to A.R.S. § 9-238 and for that purpose only.

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

SECTION 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. This ordinance is effective on the 31st day after its adoption.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C2

Meeting Date: 03/20/2024

To: Mayor and Council

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

Date: March 20, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Ordinance No. 2024.008: Relating to Municipal Court; amending Marana Town Code Title 5 (Marana Municipal Court), Chapter 5-6 (Fees); revising Section 5-6-1 (Fee schedule for court costs) to allow the town treasurer to invest court improvement fund monies instead of mandating such investment; and designating an effective date (David L. Udall)

Discussion:

The court improvement fund was established to enhance the technological, operational, and security capabilities of the Town's Municipal Court. As Town staff was working on revisions to the treasurer and marshal provisions outlined in Title 3 of the Marana Town Code, staff reviewed Section 5-6-1(D), which, among other things, requires the Town's treasurer to invest court improvement fund monies in the same manner as Town funds.

Town staff conferred, and determined that revising this section to make investment permissive rather than mandatory would provide flexibility in the event it became advantageous for the Town to hold onto such monies instead of investing them. If adopted, the ordinance accompanying these agenda materials would effectuate this change.

Financial Impact:

This update does not have a financial impact.

Staff Recommendation:

Staff recommends approval of Ordinance No. 2024.008.

Suggested Motion:

I move to adopt Ordinance No. 2024.008, amending Section 5-6-1 (Fee schedule for court costs) to allow the town treasurer to invest court improvement fund monies instead of mandating such investment, and designating an effective date.

Attachments

Ordinance No. 2024.008

MARANA ORDINANCE NO. 2024.008

RELATING TO MUNICIPAL COURT; AMENDING MARANA TOWN CODE TITLE 5 (MARANA MUNICIPAL COURT), CHAPTER 5-6 (FEES); REVISING SECTION 5-6-1 (FEE SCHEDULE FOR COURT COSTS) TO ALLOW THE TOWN TREASURER TO INVEST COURT IMPROVEMENT FUND MONIES INSTEAD OF MANDATING SUCH INVESTMENT; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council finds that revising Title 5 of the Marana Town Code regarding the investment of court improvement fund monies as set forth in this ordinance is in the best interests of the Town of Marana and its residents.

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

SECTION 1. Marana Town Code Title 5 (Municipal Court) Chapter 5-6 (Fees) is hereby amended to revise Section 5-6-1 (Fee schedule for court costs) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double-underlining):

5-6-1 Fee schedule for court costs

[No revisions to paragraphs A through C]

D. There is hereby established a court improvement fund which shall be used exclusively to enhance the technological, operational and security capabilities of the municipal court. The court improvement fund shall be established as a designated fund account with the town treasurer. The court shall collect the court improvement fees as defined in this section and deposit them in the court improvement fund account. Half of the court improvement fund shall be available for use as determined by the court for training, additional contract work, temporary court help, and other similar purposes, as documented in a manner requested by the town manager. The town treasurer ~~shall~~may invest the monies in the fund in the same manner as town funds. Interest earned on fund monies shall be deposited in the fund.

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

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

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

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

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C3

Meeting Date: 03/20/2024

To: Mayor and Council

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

Date: March 20, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2024.009: Relating to Police; amending Marana Town Code Title 4 (Police Department), Chapter 4-1 (Police department); revising Section 4-1-5 (Duties of chief of police) to remove from the chief of police's duties the duty to collect license fees levied within the Town; and designating an effective date (David L. Udall)

Discussion:

As Town staff was working on revisions to provisions related to the Town treasurer, Town marshal, and Town Clerk outlined in Title 3 of the Marana Town Code, staff reviewed Section 4-1-5, which, among other things, provides that the Town's Police Chief collect all license fees levied within the Town in the absence of the Town Clerk. In light of the revisions related to the Town Clerk's duties, Town staff felt it would be appropriate to remove from the Police Chief's duties the duty to collect all license fees levied within the Town in the absence of the Town Clerk in order to bring the Code into conformity with current practices in the Town. If adopted, the ordinance accompanying the agenda materials would effectuate this change.

Staff Recommendation:

Staff recommends approval of Ordinance No. 2024.009.

Suggested Motion:

I move to adopt Ordinance No. 2024.009, amending Marana Town Code Section 4-1-5 (Duties of chief of police) to remove from the chief of police's duties the duty to collect license fees levied within the Town, and designating an effective date.

Attachments

Ordinance No. 2024.009

MARANA ORDINANCE NO. 2024.009

RELATING TO POLICE; AMENDING MARANA TOWN CODE TITLE 4 (POLICE DEPARTMENT), CHAPTER 4-1 (POLICE DEPARTMENT); REVISING SECTION 4-1-5 (DUTIES OF CHIEF OF POLICE) TO REMOVE FROM THE CHIEF OF POLICE'S DUTIES THE DUTY TO COLLECT LICENSE FEES LEVIED WITHIN THE TOWN; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council finds that revising Title 4 of the Marana Town Code regarding the duties of the chief of police as set forth in this ordinance is in the best interests of the Town of Marana and its residents.

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

SECTION 1. Marana Town Code Title 4 (Police Department) Chapter 4-1 (Police department) is hereby amended to revise Section 4-1-5 (Duties of chief of police) as follows (with deletions shown with ~~strikeouts~~), and the subsections that follow are renumbered to conform:

4-1-5 Duties of chief of police

A. It shall be the duty of the chief of police to:

[No revisions to subparagraphs 1 through 4]

~~5. In the absence of the town clerk, collect all license fees of every nature levied within the town and pay over to the treasurer all monies received by him, taking receipts for it;~~

[No revisions to remaining subparagraphs]

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

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

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

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

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C4

Meeting Date: 03/20/2024

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: March 20, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-021: Relating to Administration; approving and authorizing the Mayor to execute Amendment Three to the Intergovernmental Agreement with Pima County for the Pima Early Education Program (Lisa Shafer)

Discussion:

On June 1, 2021, the Town Council approved Resolution No. 2021-077 authorizing staff to enter into an Intergovernmental Agreement (IGA) with Pima County for the new Pima Early Education Program (PEEP) to fund a new pre-school program at Estes Elementary for the 2021-2022 school year. The Town contributed \$132,000 towards the first 10-month program school year. The following year, the Town Council authorized Amendment One to the IGA funding the preschool class at Estes for the 2022-2023 school year, by contributing \$142,345. Last year the Town Council authorized Amendment Two to the IGA funding the preschool class at Estes for the 2023-2024 school year, by contributing \$147,704. Prior years had a small amount of funding that was unused and was subtracted from the agreement amount of \$155,545. This year there is no unused funding left over from last school year.

The overall goals of PEEP are to increase the number of 3-5 year-old children from low-income families attending high quality preschools in Pima County and to increase the number of high quality preschools in Pima County. A household family income must be at or below 300% of the Federal Poverty Level to qualify for this program. To be considered a quality preschool, the preschool must have a Quality First rating of 3-5 stars, be a Head Start provider or be nationally accredited. As of December 2023, 1,698 children from income eligible families are receiving assistance from this program to

attend high quality preschools across Pima County. PEEP's, along with other state and federal programs, are serving about 43% of families in need of this assistance. The number of preschools rated as high quality has also increased from 199 at the start of the program to 314. In the first year of the program, there were 12 school district classes. That increased to 28 the second year and 34 the third year. The Town-funded PEEPs class at Estes Elementary School has maintained full enrollment this year of 18 students. Pima County also funds preschool scholarships and extended day opportunities at four other locations within the Marana school district. The three scholarship programs are 4-star quality rated programs or nationally accredited and report serving 10 children this year. PEEPs is also funding extended day preschool for 33 students in two classes at the Marana Head Start.

The County has approached the Town requesting the Town consider funding PEEP for a fourth year. The cost for school year 2024-2025 is \$155,545.20. If the Town Council approves Amendment Three to the PEEP IGA, the Town will pay a total of \$155,545.20 towards Estes Elementary PEEP class for school year 2024-2025.

Financial Impact:

Fiscal Year: 2025

Budgeted Y/N: Y

Amount: \$155,546

Pending Council approval the contribution amount for this program will be budgeted within the General Fund for the upcoming fiscal year.

Staff Recommendation:

Staff recommends approval of Amendment Three to the IGA with Pima County for the Pima Early Education Program.

Suggested Motion:

I move to adopt Resolution No. 2024-021 approving and authorizing the Mayor to execute Amendment Three to the Intergovernmental Agreement with Pima County for the Pima Early Education Program.

Attachments

Resolution No. 2024-021
Exhibit A to Resolution
PEEP's Mid Year Report

MARANA RESOLUTION NO. 2024-021

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT THREE TO THE INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY FOR THE PIMA EARLY EDUCATION PROGRAM

WHEREAS research shows that children who attend high quality preschool are better prepared for kindergarten and are less likely to need expensive special education services; and

WHEREAS on June 1, 2021, the Town Council approved Resolution No. 2021-077 authorizing the Mayor to execute an Intergovernmental Agreement with Pima County for the Pima Early Education Program; and

WHEREAS on April 19, 2022, the Town Council approved Resolution No. 2022-036 authorizing the Mayor to execute Amendment One to the Intergovernmental Agreement for the Pima Early Education Program extending the program for a second year; and

WHEREAS on June 6, 2023, the Town Council approved Resolution No. 2023-049 authorizing the Mayor to execute Amendment Two to the Intergovernmental Agreement for the Pima Early Education Program extending the program for a third year; and

WHEREAS the Town of Marana desires to contribute funding to the Pima Early Education Program for a fourth year to offer high quality preschool classes at school district sites within the Town of Marana; and

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

WHEREAS the Town Council finds that this amendment to the intergovernmental agreement with Pima County for the Pima Early Education Program is in the best interests of the Town.

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

SECTION 1. Amendment Three to the Intergovernmental Agreement with Pima County for the Pima Early Education Program, attached to and incorporated by this

reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

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

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

Pima County Department of Community & Workforce Development**Project: Pima Early Education Program****IGA: Town of Marana****Contract No.: CTN-CR-21-128****Contract Amendment No.: 03**

Orig. Contract Term: 07/01/2021 – 09/01/2022	Orig. Amount:	\$132,000.00
Termination Date Prior Amendment: 09/01/2024	Prior Amendments Amount:	\$290,049.00
Termination Date This Amendment: 09/01/2025	This Amendment Amount:	\$155,545.20
	Revised Total Amount:	\$577,594.20

AMENDMENT THREE

The parties agree to amend the above-referenced Intergovernmental Agreement as follows:

1. Background and Purpose.

1.1. Background. On May 18, 2021, Pima County (“County”) and the Town of Marana (“Town”), entered into the above-referenced Intergovernmental Agreement (“IGA”) to provide funding for the Pima Early Education Program.

1.2. Purpose. The parties want to extend the term by one year and contribute additional funding to the Pima Early Education Program to offer high quality preschool opportunities in the Town of Marana, without cost, to families with incomes at or below 300% of the Federal Poverty Level.

2. Term. The parties are opting to renew the IGA for one additional year commencing on September 2, 2024 and terminating on September 1, 2025. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Town Responsibilities. Section 3 is amended to include Town’s additional contribution of \$155,545.20 that Town must pay to County on or before September 30, 2024.

4. County Responsibilities. Section 4 is amended to include:

County shall allocate Town’s \$577,594.20 to reimburse Marana Unified School District for the cost of operating the new high quality preschool class at Estes Elementary School located within the Town for up to 18 preschool age children from families with incomes at or below 300% of the Federal Poverty Level.

- The maximum class reimbursement for School Year 2021–2022 (“Year One”) is \$118,800.
- The maximum class reimbursement for School Year 2022–2023 (“Year Two”) is \$155,545.

Contract No: CTN-CR-21*128

- The maximum class reimbursement for School Year 2023–2024 (“Year Three”) is \$155,545.
- The maximum class reimbursement for School Year 2024-2025 (“Year Four”) is \$155,545.20.

County will provide Town with a copy of the IGA between County and Manana Unified School District prior to Town making payment to County. County will not charge Town an administrative fee for allocating the Town funds. For Year One, Year Two, Year Three, and Year Four County shall provide quarterly reports to Town on or before October 31, January 31, April 30, and July 31, and will also provide an end-of-year report by September 1. Reports shall include, for the preceding quarter, the amount of Town funding spent, and number of children served.

All other provisions of the IGA not specifically changed by this Amendment remain in effect and are binding upon the parties.

SIGNATURE PAGE TO FOLLOW

PIMA COUNTY:

TOWN:

Chair, Board of Supervisors

Mayor

Date

Date

ATTEST

ATTEST

Clerk of the Board

Town Clerk

Approval

The foregoing Intergovernmental Agreement Amendment between County and Town has been reviewed by the undersigned and is hereby approved as to content.

Jan Leshner, Pima County Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement Amendment between County and the Town has been reviewed 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 he or she represents.

PIMA COUNTY:

TOWN



Deputy County Attorney

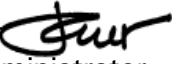
Town Attorney



MEMORANDUM

Date: March 1, 2024

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: Jan Leshner 
County Administrator

Re: **Pima Early Education Program Fiscal Year 2024 Mid-Year Report**

The Board of Supervisor's recent approval of the Prosperity Initiative [Board Policy E36.2](#) reiterated the County's commitment to early childhood education as a pathway out of poverty for working parents and their children. Attached is the mid-year report concerning the Pima Early Education Program, also known as PEEPs. Mid way through the third year of the program, it is remarkable to see the growth in the number of children being served, which currently stands at 1,698.

Funding for the program continues to be provided by the County's share of Federal American Rescue Plan Act funds, with preparations underway to transfer to Pima County Library District funding. Funding is also provided by the City of Tucson, Town of Marana, Town of Oro Valley, and school districts, with private donations to the United Way of Tucson and Southern Arizona. Discussions are underway with cities and towns for continued funding for next Fiscal Year.

Attachment

c: The Honorable Dustin Williams, Pima County School Superintendent
Michael Ortega, City of Tucson Manager
Terry Rozema, Town of Marana Manager
Jeff Wilkins, Town of Oro Valley Manager
Carmine DeBonis, Jr., Deputy County Administrator
Dan Sullivan, Director, Community and Workforce Development
Amber Mathewson, Director, Pima County Library District
Terry Cullen, MD, MS, Public Health Director, Pima County Health Department
Heath Vescovi-Chiordi, Director, Pima County Office of Economic Development
Rhonda Pina, Deputy Director, Pima County Community and Workforce Development
Nicole Scott, Pima Early Education Program Manager
Bonnie Bazata, Ending Poverty Now Program Manager

PEEPS

Pima Early Education Program Scholarships

Fiscal Year 2024 Mid-Year Report
July 1 - December 31, 2023

Overview

Year 2 implementation of the Pima Early Education Program scholarships (PEEPs) was one of tremendous growth almost doubling the number of children served from Year 1, raising provider reimbursement rates to match cost of quality rates being offered by State programs and increasing the number of school district expansion classes to serve more children.

Year 3 of the program is off to a great start. School districts added an additional 6 free preschool classes this year. **As of December 31, 2023, 1,698 children from income eligible families are receiving assistance from PEEPs to attend high quality preschools across Pima County.**

Funding for Year 3 of PEEPs is provided by Pima County's share of Federal American Rescue Plan Act funding, the City of Tucson, Towns of Marana and Oro Valley, and participating school districts. Donations to the United Way of Tucson & Southern Arizona from individuals, businesses, and non-profits support Accelerate Quality, which complements PEEPs.

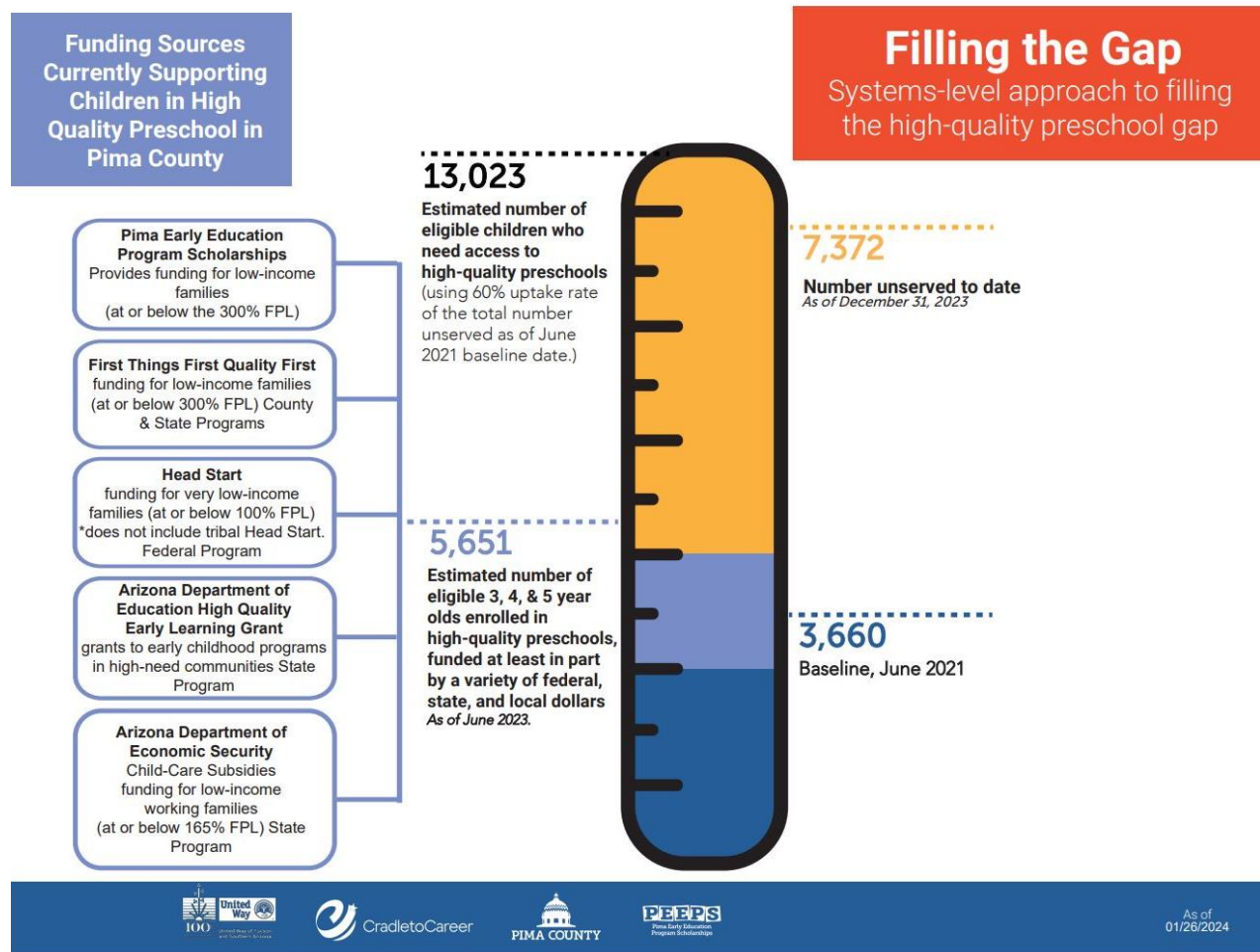


By the Numbers: Mid-Year Program Performance

The Pima Early Education Program is focused on increasing equitable access to high quality preschool for families most in need.

Program Goal 1: To increase the number of 3-5 year old children from families with incomes at or below 300% of the Federal Poverty Level attending high quality preschools in Pima County.

Progress for this goal is tracked at both the system and program level. At this mid-year point, **system level data** from the five programs that financially support children to attend high quality preschool across Pima County (PEEPs, Head Start, First Things First, Arizona Department of Economic Security and Arizona Department of Education) report **serving 5,651 preschool-aged children**. Our target remains to fill the gap so that all income eligible families who want to send their children to high quality preschool in Pima County can do so. PEEPs and our partners are serving about 43% of the need (5,651 out of 13,023).



At the **program level**, **1,698 children** are receiving assistance from PEEPs, up from 1,356 children at the end of Year 2.

PEEPs Preschool Students

PEEPs Contract Type	December 31, 2023 # Students Served	Year 2 Contracted Scholarships / Seats	% of Contracted Scholarships/ Seats
PEEPs funded Quality First Scholarships**	951	600	158%
PEEPs funded School District Expansion Classes*	586	680	86%
PEEPs funded Head Start Extended Day Classes	161	205	78%
Totals	1,698	1,485	114%

*Includes Pima Community College Desert Vista Class

**Use of half-time scholarships result in more students served than scholarships contracted.

This project is being supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury

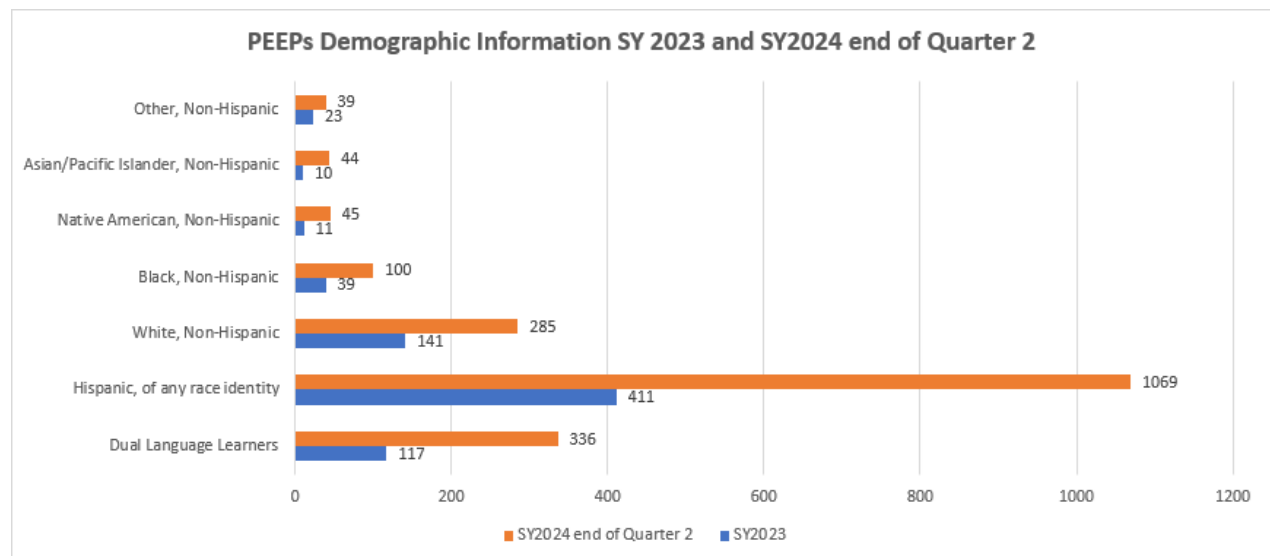
PEEPs Funded School District Expansion Classes and Enrollment

School District	December 31, 2023 Classes Operational	December 31, 2023 # of Students Served
Amphitheater Unified School District	11	176
Flowing Wells Unified School District	3	56
Marana Unified School District	4	72
Sahuarita Unified School District	1	20
Sunnyside Unified School District	4	72
Tucson Unified School District	10	172
Pima Community College Desert Vista	1	18
Total	34	586

Research continues to show those who benefit the most from high-quality preschool are children from economically disadvantaged families, children of color and dual-language learners. Though all PEEPs children are from economically disadvantaged families with incomes at or below 300% of the federal poverty level, last year data on race, ethnicity and dual language learners was unavailable for students with Quality First scholarships. This year demographic data has been collected for all PEEPs programming including school district expansion classes, extended day Head Start classes and PEEPs Quality First scholarships.

At the end of December demographic data was collected on 1,582 children (93%), up from 635 children (47%) in year 2. **The data shows that children identified as belonging to a racial or ethnic minority accounted for 82% of the total group, with 68% identified as Hispanic of any race.** Additionally, 336 of 1,582 (21%) children were recognized as dual-language learners, up from 117 in year 2 and 68 in year 1.

The graph below presents the demographic information of children enrolled in PEEPs school district expansion classes, extended day Head Start classes and PEEPs Quality First scholarships.



This project is being supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury

Program Goal 2: To increase the number of preschools recognized as high quality, as well as the number of high quality preschools participating in financial assistance programs for their students.

This is based on providers the State of Arizona's Department of Economic Security (DES) recognizes as high quality, which includes:

- Quality First 3-5 star providers
- Head Start providers
- Nationally Accredited providers that accept children with DES childcare subsidies

June 2021 Baseline – 199 high quality preschool providers

Through the diligent efforts of the Department of Economic Security (DES) and First Things First (FTF) to move more providers into Quality First and to increase the capacity of high-quality providers both in Pima County and statewide, the number of high quality providers has continued to increase. Last year, the total number of high-quality providers in Pima County was 256. At the end of December 2023, **the total number of high quality providers in Pima County has increased by 58 providers to 314**. In addition to the statewide efforts, the United Way of Tucson's program Accelerate Quality works to increase the number of high quality early care and education slots in Pima County, through quality improvement, accreditation support, and more. At the end of Quarter 2, Accelerate Quality has provided supportive services to 144 providers, reaching over 2500 children enrolled in these programs. Pima County's agreements with the six school districts are also intended to expand the number of high-quality classes for preschoolers.

Arizona Department of Economic Security (DES) recognized high-quality providers	June 2021 Baseline #'s	Total # HQ Providers December 2023
Quality First 3-5 star preschools (some also Nationally Accredited)	142	258
Head Start centers and family childcare homes	50	50
Nationally Accredited preschools (Not in QF) contracted with DES	7	6
Total	199	314

Program Expenses

The Pima Early Education Program's expenses are shown below. Based on expense projections for this fiscal year the program is on track to expend \$10 million this year.

PEEPS Expenses as of December 31,2023

PEEPs Spending Categories	Mid-Year/FY24
Quality First Scholarships	\$1,833,808.00
School District Expansion Classes	\$2,326,155.60
Child Parent Centers	\$600,384.07
Administration	\$160,820.21
Total	\$4,921,167.88

This project is being supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury

PEEPS Total Expenses & Projections thru FY25

PEEPs Total Expenses and Projections Years 1-4					
PEEPs Spending Categories	Year 1/FY22	Year 2/FY23	Year 3/FY24	Year 4/FY25	Total Expenses
Quality First Scholarships	\$1,708,298.00	\$2,338,092.00	\$3,800,000.00	\$5,600,000.00	\$13,446,390.00
School District Expansion Classes	\$1,155,634.00	\$4,037,464.00	\$4,856,972.32	\$5,519,166.20	\$15,569,236.52
Child Parent Centers	\$904,620.00	\$1,214,163.00	\$1,271,211.00	\$1,271,211.00	\$4,661,205.00
Administration	\$53,837.00	\$311,302.00	\$209,250.00	\$210,000.00	\$784,389.00
Total	\$3,822,389.00	\$7,901,021.00	\$10,137,433.32	\$12,600,377.20	\$34,461,220.52
Children Served	856	1,356	1,700	1,700	

Highlights

Spring check-ins with our PEEPs classes are just around the corner. If you are interested in attending one of these site visits to witness the extraordinary things that are happening for our young learners, please reach out to Program Manager, Nicole Scott to schedule your visit.

“Ms. Kathy & Ms. Kristi (PEEPs Teachers) have been so engaging and made a positive impact on my child. They inform me of my child’s updates and learning progression. It made me feel more comfortable with leaving my child.”

--Parent, Sunnyside’s Ocotillo Early Learning Center

“EMELC is a fun center where teachers care about the children. There is always learning happening in a fun way.”

--UA Student [on-site], FW Emily Meschter Early Learning Center

“Ms. Jessica brings magic into everyday learning and is helping my child build memories for a lifetime.”

--Parent, FW Emily Meschter Early Learning Center



For questions about PEEPs, contact PEEPS@pima.gov. For families looking for preschool financial assistance, or help finding a high quality preschool, please call the Child Care Resource and Referral Information Line at 1-800-308-9000, or conduct a search at CCR&Rs website at www.azcrr.com.

This project is being supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury



"This program has made my child love going to school and being more curious. It's made a huge positive impact on my child."

-PEEPs Parent

"My child has surprised me, how educated he has become in the year. He has learned a lot!"

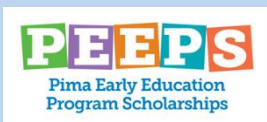
-PEEPs Parent



For families looking for preschool financial assistance, or help finding a high-quality preschool, please call Child Care Resource & Referral's Child Care Information Line at 1-800-308-9000. The line is open Monday through Friday 8 a.m. to 6 p.m. and Saturday 8 a.m. to noon. You may also conduct a search at CCR&R's website at www.azccrr.com.



For Questions about PEEPs contact PEEPs@pima.gov



Pima Early Education Program Scholarships

Fiscal Year 2024 Quarter 2 PEEPs Report for City of Tucson IGA CTN-CR-21-126

At the end of Quarter 2, the Pima Early Education Program (PEEPs) has provided scholarships and free preschool opportunities to 1,698 children from income eligible families to attend high quality preschools across Pima County so far this year. The majority of children enrolled in PEEPs participating programs are attending locations within the City of Tucson.

Funding for PEEPs continues to be provided by Pima County's share of Federal American Rescue Plan Act funding, the City of Tucson, Town of Marana, Town of Oro Valley, and other local partners. After Federal Funding is expended, the County intends to continue funding PEEPs with Pima County Library District property tax revenue, supplemented by city and town funding.

Program Description - The purpose of PEEPs is to increase the number of 3-5 year old children from low-income families attending high quality preschools and to increase the number of high quality preschool classrooms in Pima County via local funding partnerships and statewide coordination. **In year three of PEEPs, the City of Tucson has contributed an additional \$750,000 to Pima County to reimburse school districts for the ongoing cost of operating new high quality preschool classes.** With the \$750,000 additional contribution and Year 2 savings of \$27,726, Year 3 is budgeted at \$777,726 for 5 classes. The City of Tucson contribution is funding five classes within Amphitheater and Sunnyside benefitting up to 90 preschool age children. This is the third year the City had funded PEEPs school district classes. To be eligible for the PEEPs preschool classes families must have incomes at or below 300 percent of the Federal Poverty Level. For a family of four this is \$93,600 this year.

Status – Amphitheater and Sunnyside Unified School Districts are contracted with Pima County to operate 5 high quality preschool classes funded by the City. At the end of Quarter 2, all 5 classes are operational and fully enrolled with 90 children benefiting from the program this year, and expenses totaling \$359,704.70. Included below are four tables representing the participating providers within the City of Tucson and the number of children they have served to date this year. The first table shows data from the City funded school district expansion classes within Amphitheater and Sunnyside Unified School Districts. The remaining



tables represent Pima County federally funded PEEPS school district expansion classes, Quality First participating providers, and Head Start extended day classes that are serving children within the City limits.

PEEPs School District Preschool Expansion funded by City of Tucson			
School District	Number of Classes	Total # of Children Served	City of Tucson Expenses thru Q2
Amphitheater Unified School District	3	54	\$204,159.50
Sunnyside Unified School District	2	36	\$155,545.20
Total:	5	90	\$359,704.70

Additional PEEPs School District Preschool Expansion within City of Tucson			
School District	Number of Classes	Total # of Children Served	Pima County Federally Funded Expenses thru Q2
Amphitheater Unified School District	2	30	\$126,964.00
Pima Community College Desert Vista	1	18	\$163,631.99
Sunnyside Unified School District	2	36	\$172,828.00
Tucson Unified School District	7	120	\$294,191.00
Total:	12	204	\$757,614.99

PEEPS Quality First Scholarships Used at Preschools within City of Tucson		
Number of Preschools	Total # of Unique Children Served	Pima County Federally Funded Expenses thru Q2
87	684	\$1,415,754.00

PEEPs Extended Day Head Start Classes within City of Tucson		
Number of Classes	Total # of Children Served	Pima County Federally Funded Expenses thru Q2
7	111	\$187,152.19

Highlights – Our PEEPs students at the Ocotillo Early Learning Center in Sunnyside School District have been exploring the community this school year. The classes visited the Valencia library where each child was able to sign up for a library card and check out their first books. They also ventured over to the Tucson Village Farm where they learned about growing vegetables, taking care of animals and so much more.

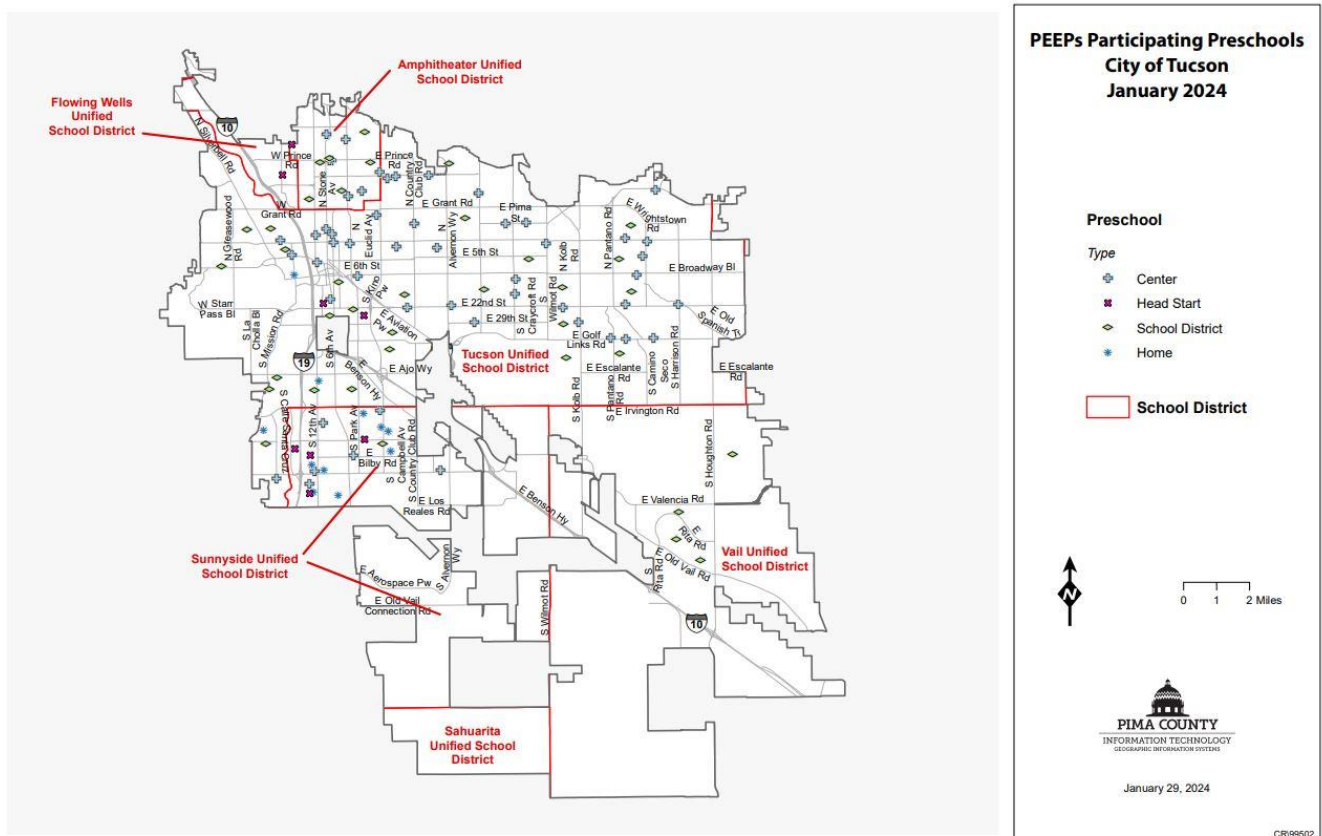


Our PEEPs students at Keeling Elementary School took 1st Place in the 2023 Fall SARSEF regional fair with their project, “Huffing and Puffing: Can We Save the Piggies with Our Toys?” and are looking to defend their 1st Place title in the Spring.

Looking Forward – The Pima County PEEPs team has requested multi-year funding to sustain the City funded classes starting next fiscal year. A multi-year agreement between the County and City will provide more certainty to the school district partners that are operating these classes and the parents and families utilizing them.

PEEPs would also like to invite Mayor Romero, Councilmembers, and key personnel to join us for our upcoming Spring site visits. Visitors will get a chance to tour the preschool space, talk with district representatives and engage with students in the preschool environment. Please reach out to Nicole Scott, PEEPS Program Manager if you would like to attend one or more of the Spring site visits.

Map of PEEPS Participating Providers in the City of Tucson



For questions about PEEPs, contact PEEPS@pima.gov. For families looking for preschool financial assistance, or help finding a high quality preschool, please call the Child Care Resource and Referral Information Line at 1-800-308-9000, or conduct a search at CCR&Rs website at www.azcrr.com.



"My son's behavior has improved at school and at home."

- PEEPs Parent



For families looking for preschool financial assistance, or help finding a high quality preschool, please call Child Care Resource & Referral's Child Care Information Line at 1-800-308-9000. The line is open Monday through Friday 8 a.m. to 6 p.m. and Saturday 8 a.m. to noon. You may also conduct a search at CCR&Rs website at www.azccrr.com.



For Questions about PEEPs contact PEEPS@pima.gov



Pima Early Education Program Scholarships

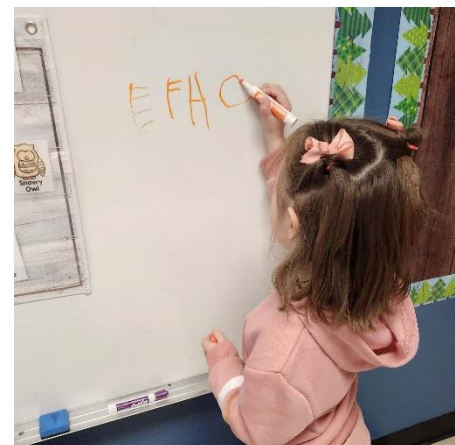
Fiscal Year 2024 Quarter 2 PEEPs Report for Town of Marana IGA CTN-CR-21-128

At the end of Quarter 2, the Pima Early Education Program (PEEPs) has provided scholarships and free preschool opportunities to **1,698 children from income eligible families** to attend high quality preschools across Pima County so far this year. Forty-eight of these children are participating in PEEPs programs within the Town of Marana.

Funding for PEEPs continues to be provided by Pima County's share of Federal American Rescue Plan Act funding, the Town of Oro Valley, Town of Marana, City of Tucson and other local partners. After Federal Funding is expended, the County intends to continue funding PEEPs with Pima County Library District property tax revenue.

Program Description and the Town of Marana - The purpose of the program is to increase the number of 3-5 year old children from low-income families attending high quality preschools and to increase the number of high quality preschool classrooms in Pima County via local funding partnerships and statewide coordination. **For year three of PEEPs, the Town of Marana has contributed an additional \$147,704 for the continued cost of operating the PEEPs class at Estes Elementary School for up to 18 preschool age children.** This is the third year that the Town is sponsoring this class. To be eligible for the PEEPs preschool class at Estes Elementary families must have incomes at or below 300 percent of the Federal Poverty Level. For a family of four this is \$93,600 this year.

Status – The Town funded PEEPs class at Estes Elementary School has maintained full enrollment this year of 18 students. Pima County also funds preschool scholarships and extended day opportunities at four other locations within the Town of Marana. The three scholarship programs are 4-star quality rated programs or nationally accredited and report serving 10 children this year. PEEPs is also funding extended day preschool for 33 students, in two classes at the Marana Head Start. Both classes at the site are open and operational



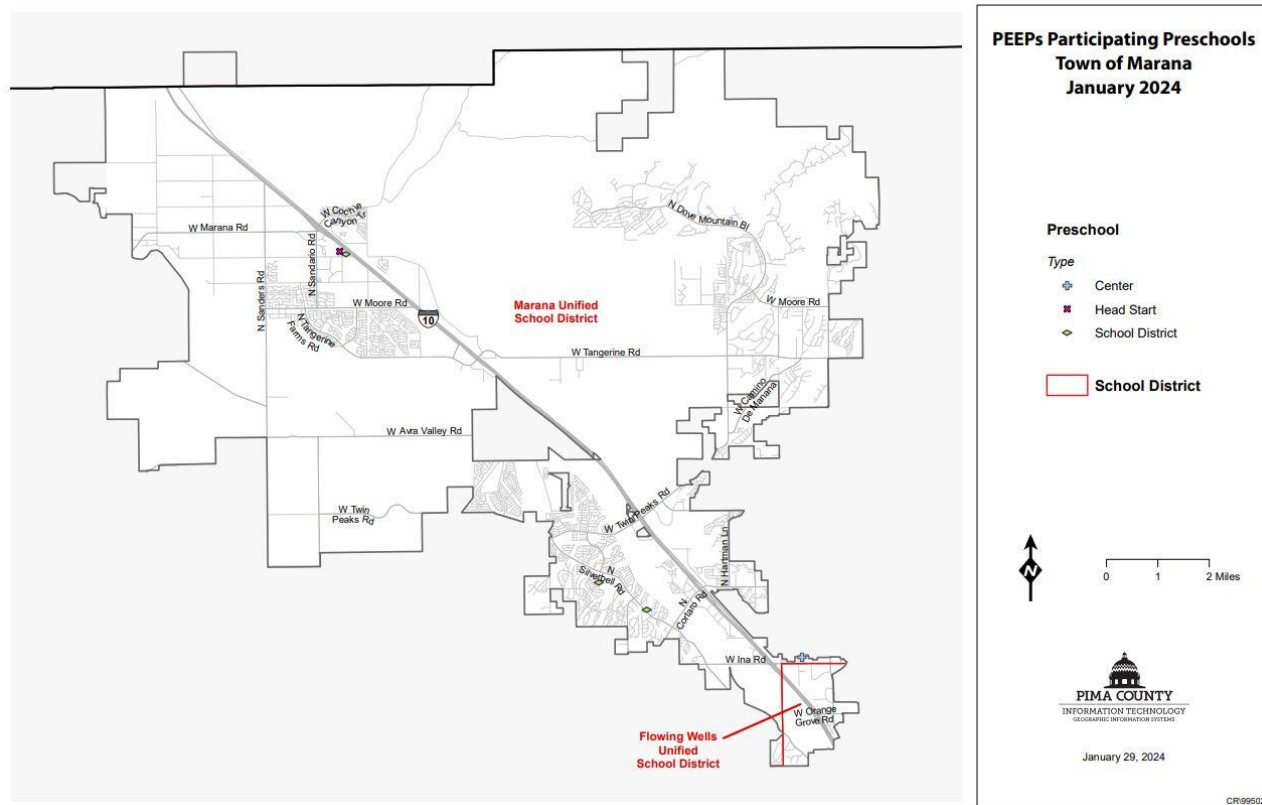
but, due to severe weather damage to the Desert Winds Head Start, the second class at the Marana campus is currently operating as the Desert Winds class.

PEEPs School District Preschool Expansion Class in Town of Marana					
Name	Address	Total # children enrolled	Ages	Quality First Star Rating	Town of Marana Expenses Thru Q2
Estes Elementary School, MUSD	11280 W Grier Rd	18	3-5	4	\$69,183.00

PEEPS Extended Day Head Start Classes within Town of Marana		
Number of classes	Total # children served thru Q2	Pima County Federal Fund Expenses thru Q2
1	20	\$30,164.54

PEEPS Quality First Preschool Scholarships Used within Town of Marana		
Number of Preschools	Total # of Unique children served thru Q2	Pima County Federal Fund Expenses thru Q2
3	10	\$21,457.00

Map of Participating Providers in Town of Marana



This project is being supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury

Highlights – This school year we welcome Sherri Settles, the new Director of Extended Learning Opportunities for Marana Unified School District. Sherri oversees the preschool opportunities within Marana Unified School District, including our PEEPs classes.

The Estes preschool classes recently went through their Quality Rating assessment and should have their results in early February. In conversations with families at Estes, parents notice significant growth in children's overall development and skill levels.

Looking Forward – The Pima County PEEPs team has requested multi-year funding to sustain the Town funded class at Estes Elementary School starting next fiscal year. A multi-year agreement between the County and Town of Marana will provide more certainty to Marana Unified School District, who operates the class, and the families enrolled in the program.

PEEPs would also like to invite Mayor Honea, Councilmembers, and key personnel to join us for our upcoming Spring site visit. Visitors will get a chance to tour the preschool space, talk with district representatives and engage with students in the preschool environment. Please reach out to Nicole Scott, PEEPS Program Manager if you would like to attend the Spring site visit.



For questions about PEEPs, contact PEEPS@pima.gov. For families looking for preschool financial assistance, or help finding a high quality preschool, please call the Child Care Resource and Referral Information Line at 1-800-308-9000, or conduct a search at CCR&Rs website at www.azcrr.com.

This project is being supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury



Council-Regular Meeting

C5

Meeting Date: 03/20/2024

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Dustin Ward, Development Engineering Division Manager

Date: March 20, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-022: Relating to Development; approving a release of assurances for Breakers 40 and accepting public improvements for maintenance (Jason Angell)

Discussion:

Breakers 40 is located south of Tangerine Road along Marana Tech Drive. The final plat was recorded in the Pima County Recorder's Office on March 21, 2022, at Sequence 20220800253.

The Town has a third-party trust assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Breakers 40 acceptable to Town standards in accordance with the assurance agreement, including public infrastructure consisting of public streets and water system.

If approved, this resolution will release the Breakers 40 assurances and accept the roadways and water system for maintenance.

Staff Recommendation:

Staff recommends approving Resolution No. 2024-022.

Suggested Motion:

I move to adopt Resolution No. 2024-022, approving a release of assurances for Breakers 40 Lots 1 -16, Block 1, and Common Areas and accepting public improvements for maintenance.

Attachments

Resolution No. 2024-022

Location Map

MARANA RESOLUTION NO. 2024-022

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR BREAKERS 40 AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for Breakers 40, Lots 1-16, Block 1, and Common Area “A” (Private Street, Utilities, and Drainage) and Common Areas “B1”, “B2” and “B3” (Landscaping, Drainage and Utilities) was recorded in the Pima County Recorder’s office on March 21, 2022 at Sequence No. 20220800253 (hereinafter “Breakers 40”); and

WHEREAS the Town has a third party trust assurance agreement (the “Assurance Agreement”) with MC Tangerine Property, LLC (the “Subdivider”) and Title Security Agency of Arizona, as Trustee under trust number 202202-S, recorded in the Pima County Recorder’s office on March, 21, 2022 at Sequence No. 20220800288 assuring the completion of Public improvements for Breakers 40.

WHEREAS the Subdivider has completed the Public improvements for Breakers 40 acceptable to Town standards in accordance with the Assurance Agreement.

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

SECTION 1. The Assurance Agreement is hereby released.

SECTION 2. The Town accepts for maintenance the potable water system serving Breakers 40, consisting of approximately 2,920 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances.

SECTION 3. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.19 Miles of Marana Tech Drive.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS **39.07 ACRES (1,701,803 SQUARE FEET)**.
2. THE EXISTING ZONING IS **HI "HEAVY INDUSTRIAL"**, ESTABLISHED BY TOWN OF MARANA ORDINANCE NO. 2021.001.
3. THE TOTAL NUMBER OF LOTS IS **17** (INCLUDING BLOCK 1).
4. THE MINIMUM REQUIRED LOT AREA IS **0 SF**. THE MINIMUM REQUIRED SITE AREA IS **1 ACRE**.
5. THE MINIMUM LOT AREA PROVIDED **43,624.53 SF**.
THE AVERAGE LOT AREA PROVIDED IS **100,106.06 SF**.
THE MAXIMUM LOT AREA PROVIDED IS **850,973.63 SF**.
6. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS **55'**.
7. REQUIRED BUILDING SETBACKS PER TOWN OF MARANA CODE, CHAPTER 17.4:
- | | |
|-------------------------|---|
| FRONT SIDE (NORTH LOTS) | 20' (ABUTTING A NON-RESIDENTIAL STREET)
30' (OR H*, WHICHEVER IS GREATER, WHERE ABUTTING RESIDENTIAL ZONING)
15' (ALL OTHER SITUATIONS) |
| SIDE (SOUTH LOTS) | 30' (OR H*, WHICHEVER IS GREATER, WHERE ABUTTING RESIDENTIAL ZONING)
30' (OR H*, WHICHEVER IS GREATER, WHERE ABUTTING RESIDENTIAL ZONING) |
| REAR | 30' (OR H*, WHICHEVER IS GREATER, WHERE ABUTTING RESIDENTIAL ZONING)
15' (ALL OTHER SITUATIONS) |
- *H = BUILDING HEIGHT
8. PARKING REQUIREMENTS: PER T.O.M. DEVELOPMENT CODE, TO BE DETERMINED AT TIME OF INDIVIDUAL LOT DEVELOPMENT PLANS.
9. LAND USE BREAKDOWN
- | | |
|-----------------------|----------------------------|
| CONTRACTOR YARDS | = 699,865.72 SF (16.07 AC) |
| SELF STORAGE & OFFICE | = 850,973.62 SF (19.54 AC) |
| COMMON AREAS | = 150,963.42 SF (3.46 AC) |
10. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SECTION 5, T. 12 S., R. 12 E., G.&S.R.M., PIMA COUNTY ARIZONA. AS SHOWN ON AN UNRECORDED SURVEY BY BRUCE SMALL SURVEY, INC. THE BEARING OF SAID LINE IS **N 89°51'16" E**.
11. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
13. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
14. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
15. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
16. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
17. TOTAL MILES OF NEW PRIVATE STREET IS **0.2 MILES**.
18. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, HARDSCAPE, SIGNAGE, MONUMENTS, WALLS, AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
19. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
20. THIS PROJECT IS IN A SPECIAL FEMA FLOODPLAIN ZONE "AO-1" PER FEMA MAP #04019C1045L, DATED JUNE 16, 2011.
21. LOTS 1 THROUGH 16 WILL BE SUBJECT TO LOT-SPECIFIC PRIVATE PAVING, GRADING, AND DRAINAGE PLANS TO BE REVIEWED AND APPROVED SEPARATELY BY THE TOWN OF MARANA.
22. LOTS 1 THROUGH 16 SHALL REQUIRE A LOT-SPECIFIC SEPTIC SYSTEM WHICH WILL REQUIRE THE NECESSARY JURISDICTIONAL APPROVALS AND PERMITS.
23. LOTS 1 THROUGH 16 SHALL REQUIRE A FLOODPLAIN USE PERMIT FROM THE TOWN OF MARANA.
24. LOTS 1 THROUGH 16 SHALL REQUIRE AN ELEVATION CERTIFICATE FOR ANY OCCUPIABLE STRUCTURE.
25. LOTS 1 THROUGH 16 SHALL REQUIRE A LOT-SPECIFIC STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
26. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANY TIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND THE ARIZONA STATE MUSEUM SHALL BE NOTIFIED AT (520) 621-4795 IMMEDIATELY PURSUANT TO A.R.S. §41-865 AND §41-844.

TOWN OF MARANA APPROVALS

BY: [Signature] P.E. 14 MAR 22
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

[Signature]
MARANA PLANNING MANAGER 3/15/22
DATE

TOWN OF MARANA CERTIFICATION

I Cherry L. Lawson CLERK OF THE TOWN OF MARANA,
HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE
TOWN OF MARANA ON THE 15 DAY OF MARCH, 2022.

BY: [Signature] 3/16/22
CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY: [Signature] 3-14-22
MARANA WATER DIRECTOR DATE

ASSURANCES

ASSURANCES IN THE FORM OF THIRD PARTY TRUST AGREEMENTS FROM TITLE
SECURITY AGENCY, LLC, TRUST NO. 202202-S, AS RECORDED IN SEQUENCE
NO. 20220800253 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY,
ARIZONA, HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED
STREET, ELECTRIC, AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER
SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF
DESIGN AND CONSTRUCTION.

BY: ed Bruce 3-16-2022
TOWN OF MARANA DATE

CERTIFICATION OF SURVEY

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

[Signature]
JOHN D. REYES - RLS NO. 41603

[Seal]

CERTIFICATION OF ENGINEER

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

[Signature]
KEVIN M. HALL - PE NO. 37624

[Seal]

DEDICATION

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

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

PRIVATE DRAINAGEWAYS AND COMMON AREA AS SHOWN ON THIS PLAT ARE
RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF
PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES.
COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS
EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC
AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND
MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE
UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR
THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS
SUBDIVISIONS AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER.
TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA SHALL BE
VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY
COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE
NUMBER 20220800253 IN THE OFFICE OF THE RECORDER OF PIMA
COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION
SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE
CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE
DRAINAGEWAYS, PRIVATE LANDSCAPE AND DRAINAGE EASEMENTS, AND
COMMON AREA WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS
TRUSTEE UNDER TRUST NO. 202202-S, ONLY AND NOT OTHERWISE

BY: [Signature]

ITS: [Signature]

BENEFICIARY OF TRUST

THE BENEFICIARY OF TITLE SECURITY AGENCY, LLC TRUST #202202-S IS:
MC TANGERINE PROPERTY LLC
PO BOX 89339
TUCSON, ARIZONA 85752

ACKNOWLEDGMENTS

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th
DAY OF March, 2022 BY MaryAnn Christensen OF TITLE SECURITY
AGENCY, LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, ON BEHALF OF THE COMPANY, AS
TRUSTEE UNDER TRUST NO. 202202-S, AND NOT IN ITS CORPORATE CAPACITY.

NOTARY PUBLIC [Signature] MY COMMISSION EXPIRES 7/5/2025
COUNTY OF PIMA

[Seal]

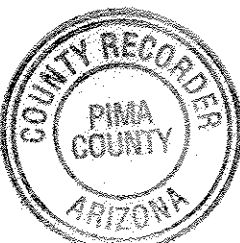
RECORDING DATA

STATE OF ARIZONA FEE: \$ 34.00
COUNTY OF PIMA NO. 20220800253

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF TITLE
SECURITY AGENCY, LLC ON THIS 21st DAY OF March, 2022 AT
SEQUENCE NO. 20220800253 OF MAPS AND PLATS.

GABRIELLA CASARES-KELLY
PIMA COUNTY RECORDER

BY: [Signature]
DEPUTY FOR PIMA COUNTY RECORDER



LOCATION MAP

SHEET INDEX

1. COVER SHEET
2. PLAT MAP (SOUTH)
3. PLAT MAP (NORTH)

ADMINISTRATIVE ADDRESS

11731 N MARANA TECH DR
MARANA, ARIZONA 85658



2030 east speedway boulevard
suite #110
tucson, arizona 85719
ph: 520.499.2456
e: info@cypresscivil.com

CYPRESS PROJECT NO: 20.164

FINAL PLAT for BREAKERS 40, LOTS 1-16, BLOCK 1,
AND COMMON AREA "A" (PRIVATE STREET, UTILITIES,
AND DRAINAGE) AND COMMON AREAS "B1", "B2"
AND "B3" (LANDSCAPING, DRAINAGE AND UTILITIES)

BEING A SUBDIVISION OF A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 5, T. 12 S., R. 12
E., G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

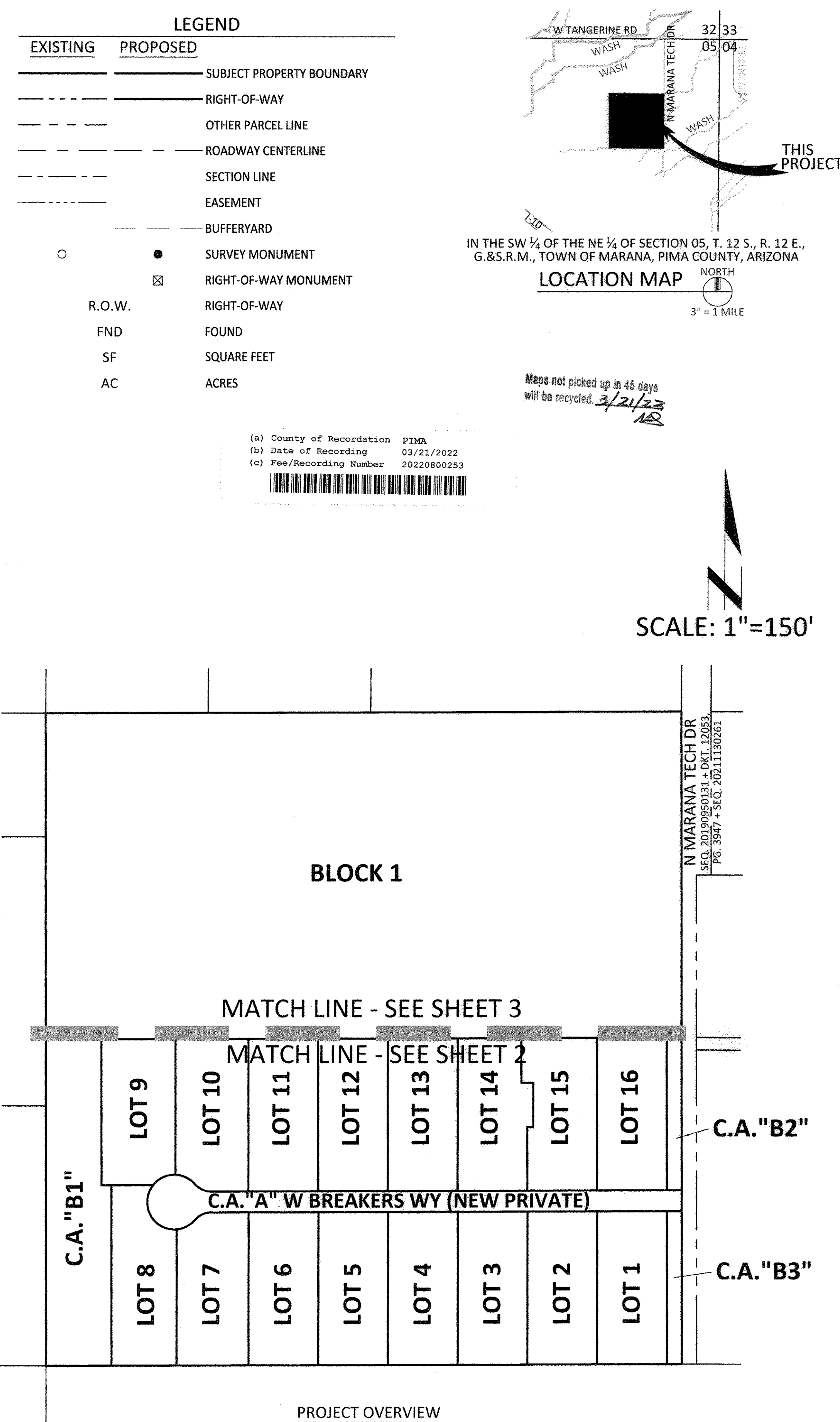
cover sheet PRV2108-006

REF: ENG2102-008; PCZ2011-001; DPP2107-002; PRV2108-005

DATE: 03/10/22

SHEET 1 OF 3

SEQUENCE NO.



SEQ. 20220800253-1



Council-Regular Meeting

C6

Meeting Date: 03/20/2024

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Dustin Ward, Development Engineering Division Manager

Date: March 20, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-023: Relating to Development; approving a release of assurances for Saguaro Bloom 7B and accepting public improvements for maintenance (Jason Angell)

Discussion:

Saguaro Bloom 7B is located south of Lambert Lane along Saguaro Peaks Blvd. The final plat was recorded in the Pima County Recorder's Office on December 18, 2020, at Sequence 20203530084.

The Town has a third-party trust assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Saguaro Bloom 7B acceptable to Town standards in accordance with the assurance agreement, including public infrastructure consisting of public streets and a public water and sewer system.

If approved, this resolution will release the Saguaro Bloom 7B assurances and accept the roadways, water system, and sewer system for maintenance.

Staff Recommendation:

Staff recommends approving Resolution No. 2024-023.

Suggested Motion:

I move to adopt Resolution No. 2024-023, approving a release of assurances for Saguaro Bloom 7B and accepting public improvements for maintenance.

Attachments

Resolution No. 2024-023

Location Map

MARANA RESOLUTION NO. 2024-023

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR SAGUARO BLOOM 7B AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for Saguaro Bloom Block “7B,” Lots 203-377, Common Areas ‘A’ (Drainage/Open Space) and ‘B’ (Park) was recorded in the Pima County Recorder’s office on December 18, 2020, at Sequence No. 20203530084 (hereinafter “Saguaro Bloom Block 7B”); and

WHEREAS the Town has a substitute third party trust assurance agreement (the “Assurance Agreement”) with D.R. Horton, Inc. (the “Subdivider”) and Title Security Agency, LLC, under Trust No. 201434-T, recorded in the Pima County Recorder’s office on December 18, 2020, at Sequence No. 20203530092, assuring the completion of public improvements for Saguaro Bloom 7B; and

WHEREAS the Subdivider has completed the public improvements for Saguaro Bloom Block 7B acceptable to Town standards in accordance with the Assurance Agreement.

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

SECTION 1. The Assurance Agreement is hereby released.

SECTION 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 1.5 miles of the following paved streets as shown on the final plat of Saguaro Bloom Block 7B;

- Queens Wreath Drive
- Black Dalea Drive
- Sago Palm Way
- Weeping Dalea Drive
- Red Spike Ice Drive
- Baja Fairy Drive
- Lady Banks Drive
- Pink Trumpet Drive
- Desert Tea Drive

SECTION 3. The Town accepts for maintenance the potable water system serving Saguaro Bloom Block 7B consisting of approximately 8,336 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances.

SECTION 4. The Town accepts for maintenance the sanitary sewer system serving Saguaro Bloom Block 7B, consisting of approximately 7,465 linear feet of conveyance system and appurtenances.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Town Clerk

Jane Fairall, Town Attorney

Location Map

DEDICATION

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

WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL PUBLIC STREETS.

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

NO VEHICULAR ACCESS EASEMENTS SHOWN ON THIS PLAT ARE GRANTED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT COMMON AREAS.

OTHER EASEMENTS SHOWN ON THIS PLAT ARE GRANTED TO THE TOWN OF MARANA AND TO THE PUBLIC FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

ALL COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES.

ALL COMMON AREAS ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY TRACT DECLARATION AS RECORDED IN SEQUENCE NO. 20203530093 IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF ALL COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NUMBER 201434-T, AND NOT IN ITS CORPORATE CAPACITY AND NOT OTHERWISE.

Diana Horton
TRUST OFFICER

BENEFICIARY

D.R. HORTON, INC.
3580 W. INA ROAD, SUITE 100, TUCSON, AZ 85741
PHONE: 520-336-7002

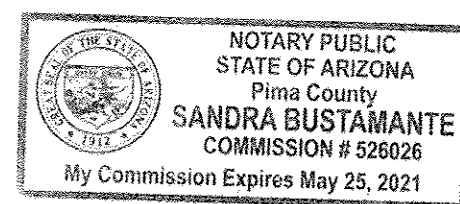
ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE 15TH DAY OF November, 2020, BEFORE ME PERSONALLY APPEARED DIANE L. STONE, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NUMBER 201434-T AND NOT IN ITS CORPORATE CAPACITY AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICIAL, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

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

Sandra Bustamante
NOTARY PUBLIC



ASSURANCES

ASSURANCE IN THE FORM OF THIRD PARTY TRUST AGREEMENTS FROM TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NUMBER 201434-T, AS RECORDED IN SEQUENCE NO. 20203530092, IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS, AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: *Ed Horton* 12-15-2020
TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY: *Ed Horton* 12-2-2020
MARANA WATER DIRECTOR DATE

GENERAL NOTES

SEE GENERAL NOTES ON SHEET #4

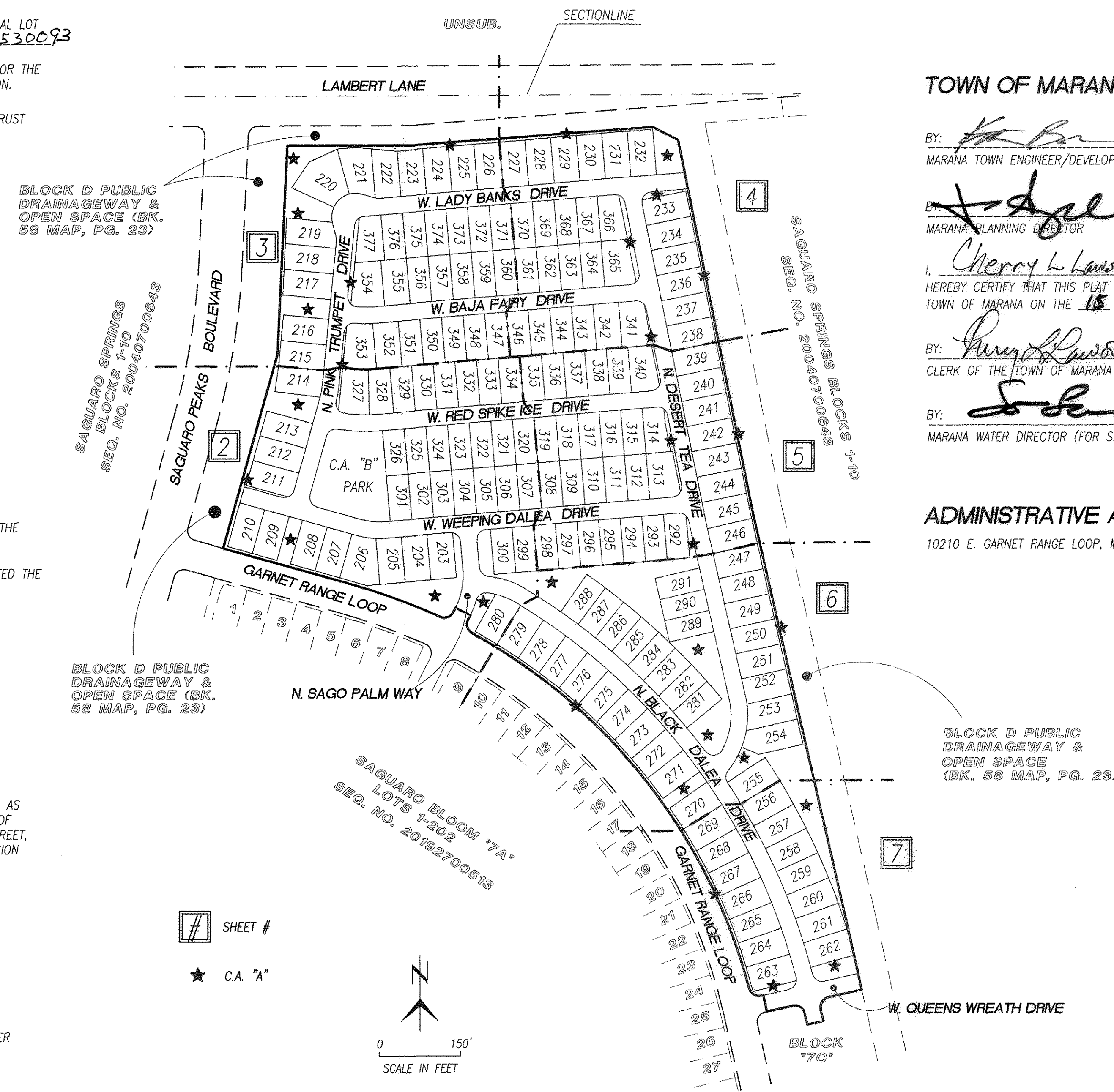
RECORDING DATA

STATE OF ARIZONA } S.S. FEE \$94.00
COUNTY OF PIMA SEQUENCE NO. 20203530084

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER AND ASSOCIATES ENGINEERING, INC., ON THIS 18TH DAY OF December 2020, AT 10:27 AM, IN SEQUENCE NUMBER 20203530084 THEREOF.

F. Ann Rodriguez
PIMA COUNTY RECORDER BY DEPUTY

Maps not picked up in 45 days
will be recycled. 12-15-2021



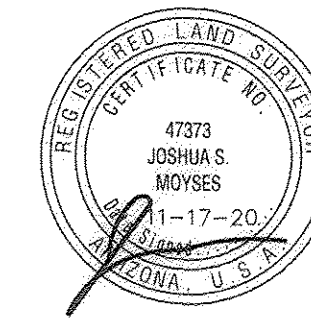
BLOCK D PUBLIC DRAINAGEWAY & OPEN SPACE (BK. 58 MAP, PG. 23)

BLOCK D PUBLIC DRAINAGEWAY & OPEN SPACE (BK. 58 MAP, PG. 23)

CERTIFICATIONS

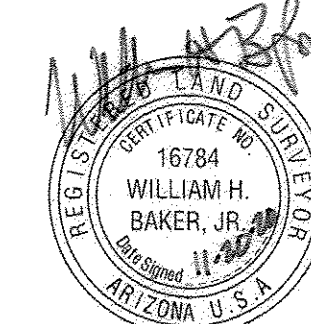
I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED.

JOSHUA S. MOYES
STRATEGIC SURVEYING, L.L.C.
REGISTERED LAND SURVEYOR NO. 47373
STATE OF ARIZONA



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

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



TOWN OF MARANA APPROVALS

BY: *Ed Horton* P.E. 12-4-20
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

BY: *Cherry L. Lawson* 11-30-2020
MARANA PLANNING DIRECTOR DATE

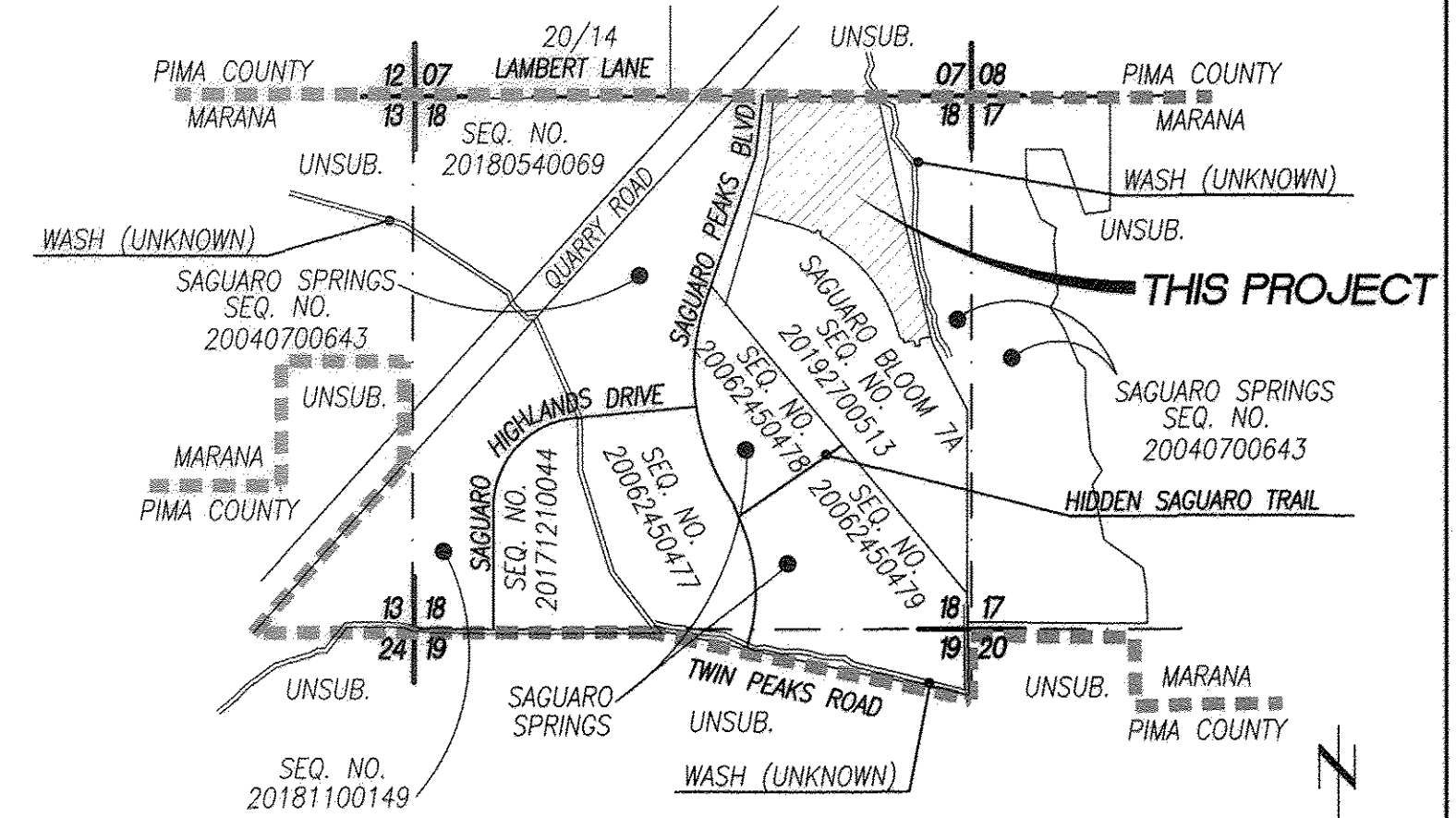
I, *Cherry L. Lawson*, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA ON THE 15 DAY OF December, 2020.

BY: *Cherry L. Lawson* 12/16/2020
CLERK OF THE TOWN OF MARANA DATE

BY: *Ed Horton* 12-2-2020
MARANA WATER DIRECTOR (FOR SEWER) DATE

ADMINISTRATIVE ADDRESS

10210 E. GARNET RANGE LOOP, MARANA, ARIZONA 85653



LOCATION PLAN

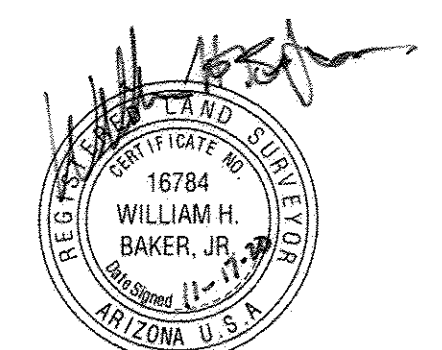
SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA

3" = 1 MILE

LEGEND

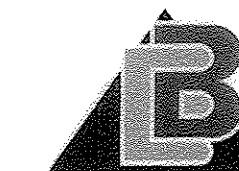
- ▲ FOUND SURVEY MONUMENT PER STRATEGIC SURVEYING, L.L.C.
- △ SURVEY MONUMENT PER TOM STD. DTL. M-103B TO BE SET
- SET PROPERTY CORNER
- OR 1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
- SUBDIVISION BOUNDARY
- C23 CURVE DATA (SEE TABLE, SHEET #7)
- L10 LINE DATA (SEE TABLE, SHEET #6)
- PUBLIC R/W BY THIS PLAT NEW RIGHT-OF-WAY DEDICATED TO THE PUBLIC BY THIS PLAT
- NEW RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- STREET CENTERLINE
- EASEMENT LINE AS SHOWN (SEE ALSO "EASEMENT KEYNOTES," SHEETS #2 - #7)
- (R) RADIAL
- P/L PROPERTY BOUNDARY LIMITS
- 83 SIGHT VISIBILITY TRIANGLE EASEMENT AREA (SEE ALSO DETAILS, SHEET #8)

FOR INTERIOR LINWORK ONLY



FINAL PLAT for
SAGUARO BLOOM "7B", LOTS 203-377,
COMMON AREAS "A" (DRAINAGE/OPEN SPACE) AND "B" (PARK)

BEING A RESUBDIVISION OF BLOCK 7B AND A PORTION OF BLOCK 7C, AS RECORDED IN SAGUARO BLOOM "7A", LOTS 1 - 202, BLOCKS "7B" AND "7C" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (DRAINAGE OPEN SPACE) AND "B" (PARK), SEQUENCE NO. 20192700513 LOCATED IN THE EAST 1/2 OF SECTION 18, T12S, R12E, G&SRB&M, TOWN OF MARANA, ARIZONA



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

#PRV2007-001

REF: PRV1904-001; PRV1811-003; JOB #2458.2 DATE: NOVEMBER 11, 2020 SHEET 1 OF 9
PRV-9955FP; PC29607-002

SEQUENCE # 20203530084-1

(a) County of Recording PIMA
(b) Date of Recording 12/18/2020
(c) Fee/Recording Number 20203530084





Council-Regular Meeting

C7

Meeting Date: 03/20/2024

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Melissa Weimer, Grants Manager

Date: March 20, 2024

Strategic Plan Focus Area:

Thriving Commerce

Subject: Resolution No. 2024-024: Relating to Marana Regional Airport; approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement in the amount of \$17,355.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Automated Weather Observing System (AWOS) Replacement project (Grant No. E4F1C 01C) (Fausto Burruel)

Discussion:

The Arizona Department of Transportation (ADOT), through its Multimodal Planning Division (the "State"), has provided the Town of Marana (the "Sponsor") a grant agreement from State funds for the purpose of aiding in an upcoming project at the Marana Regional Airport. The Automated Weather Observing System (AWOS) Replacement project (Grant No. E4F1C 01C) will fund improvements at Marana Regional Airport. The total project cost is \$388,260.00; the maximum reimbursement available from the State to the Sponsor for this agreement is \$17,355.00 (4.47% of the total cost). The minimum funding participation from the Town is 4.47% of the total cost (\$17,355.00). If approved, the grant agreement would provide for partial funding for work performed from February 2023 and expected to be completed no later than February 2028.

The agreement with ADOT requires the Town to approve and attach to the agreement a resolution by the Town Council certifying the following:

- 1) The Town has the legal power and authority to do all things necessary, in order to undertake and carry out the project, and to accept, receive, and disburse grant funds from the State in aid of the project.
- 2) The Town now has on deposit, or is in a position to secure, \$17,355.00, or an equivalent amount represented by the Town's proposed labor and equipment costs, for the use in defraying Sponsor's share of the costs of the project.
- 3) The Town designates its Finance Director, Yiannis Kalaitzidis, to receive payments representing the State's share of project costs.
- 4) The Town has on file with ADOT the requisite vendor identification and address information for project payments.

Financial Impact:

Fiscal Year: 2024

Budgeted Y/N: Y

Amount: \$500,000

Staff Recommendation:

Staff recommends approval of Resolution No. 2024-024.

Suggested Motion:

I move to adopt Resolution No. 2024-024, approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement in the amount of \$17,355.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Automated Weather Observing System (AWOS) Replacement project (Grant No. E4F1C 01C).

Attachments

Resolution No. 2024-024

Exhibit A to Resolution

MARANA RESOLUTION NO. 2024-024

RELATING TO MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AIRPORT DEVELOPMENT REIMBURSEABLE GRANT AGREEMENT IN THE AMOUNT OF \$17,355.00 BETWEEN THE STATE OF ARIZONA, BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION (ADOT), AND THE TOWN OF MARANA FOR THE PURPOSE OF AIDING IN FINANCING THE AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT PROJECT (GRANT NO. E4F1C 01C)

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

WHEREAS A.R.S. § 28-8413 authorizes the Town to accept and receive federal and other monies for the acquisition, construction, enlargement, improvement, maintenance, equipment, or operation of an airport and to enter into agreements regarding the receipt of such monies; and

WHEREAS the purpose of the Airport Development Reimbursable Grant Agreement (Grant No. E4F1C 01C) is to provide \$17,355.00 in State funding to aid in financing the Automated Weather Observing System (AWOS) Replacement project for the Marana Regional Airport (the "Project"); and

WHEREAS the terms of the grant agreement require the Town to certify certain information by resolution approved by the Marana Town Council; and

WHEREAS the Mayor and Council feel it is in the best interests of the Town and its citizens to enter into the grant agreement and to certify the information required by the agreement.

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

SECTION 1. The Town hereby certifies that (1) the Town has the legal power and authority to do all things necessary in order to undertake and carry out the Project, and to accept, receive, and disburse grant funds from the State in aid of the Project; (2) the Town now has on deposit, or is in a position to secure, \$17,355.00, or an equivalent amount represented by the Town's proposed labor and equipment costs, for the use in

defraying Sponsor's share of the costs of the Project; (3) the Town designates its Finance Director, Yiannis Kalaitzidis, to receive payments representing the State's share of Project costs; and (4) the Town has on file with ADOT a vendor identification and address for Project payments.

SECTION 2. The Airport Development Reimbursable Grant Agreement (Grant No. E4F1C 01C), substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and authorized 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 this resolution.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the “State”) and the **TOWN OF MARANA**, a political subdivision of the State of Arizona (the “Sponsor”), for a grant of State funds for the purpose of aiding in financing a Project of **Automated Weather Observing System (AWOS Replacement)**, (the “Project”), for the improvement of the **Marana Regional** (the “Airport”).

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **July 1, 2023**, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor’s Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **February 9, 2024**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be ***[Four Point Four Seven Percent (4.47%)]*** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be ***Seventeen Thousand Three Hundred Fifty-Five Dollars (\$17,355.00)***
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or ***February 9, 2028***, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after February 7, 2023 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

- a) to do all things necessary, in order to undertake and carry out the Project;
- b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure Seventeen Thousand Three Hundred Fifty Five dollars (\$ 17,355), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Town of Marana General Fund
(Enter local funding type and location)

3) The Sponsor hereby designates Yiannis Kalaitzdis, Finance Director
Name Title

to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Town Manager
Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **IV0000001820**

Sponsor Vendor Address: **TOWN OF MARANA**
11555 W. Civic Ctr Dr,
Marana, AZ 85653

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____
Title: MPD Division Director
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

SPONSOR:

TOWN OF MARANA
Marana Regional Airport

By: _____
Title: _Town Manager_____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

EXHIBIT A**Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map

included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

- b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current

associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B**General Provisions****Employment of Consultants**

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

3) Liability of Subcontractors

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

1) Reimbursement Requirements

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this Agreement, the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Sponsor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs of activities” to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).
- 13) All parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter 1 – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance –

industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Automated Weather Observing System (AWOS) Replacement

(FAA AIP # 3-04-0058-030-2023)

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$72,984	\$3,262	\$66,460	\$3,262
Construction	\$281,600	\$12,588	\$256,424	\$12,588
Construction Engineering	\$25,911	\$1,158	\$23,595	\$1,158
Sponsor Administration**	\$7,765	\$347	\$7,071	\$347
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$388,260	\$17,355	\$353,550	\$17,355

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two

Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$17,355.00

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2024	\$	\$	\$	\$4,000	\$4,000	\$4,000
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$
2027	\$	\$	\$	\$	\$	\$
2028	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2024	\$4,000	\$1,355	\$	\$	\$	\$
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$
2027	\$	\$	\$	\$	\$	\$
2028	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration	Start Date		Completion Date	
	# of Days	Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	1		2/2024		2/2024
Submit Contract for State Review/Approval	1		2/2024		2/2024
Award Consultant Contract	1		2/2023		2/2023
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	1		2/2023		
Conduct 30% Design Review/Approval	7		4/2023		5/2023
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	7		7/2023		7/2023
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	7		7/2023		7/2023
Issue Invitation for Bids	30		8/2023		9/2023
Submit Bid Tab for State Review/Approval	1		10/2023		10/2023
Award Construction Contract/Submit to the State	1		11/2023		11/2023
Construction Phase					
Pre-Construction Meeting	1	4/2024		4/2024	
Issue NTP – Begin Construction	14	4/2024		4/2024	
Final Inspection	1	5/2024		5/2024	
Submit As-Built & Final Documentation	60	7/2024		7/2024	
Submit Final Reimbursement Request and Sponsor Closeout Letter	1	8/2024		8/2024	

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.



Council-Regular Meeting

C8

Meeting Date: 03/20/2024

To: Mayor and Council

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

Date: March 20, 2024

Strategic Plan Focus Area:

Proactive Public Services

Subject: Resolution No. 2024-025: Relating to Marana Regional Airport; approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season (David L. Udall)

Discussion:

For a number of years, the Arizona Department of Forestry and Fire Management (formerly the Arizona State Forestry Division) has used property on the premises of the Marana Regional Airport each fire season as a base for air-based fire suppression, either through a sublease with Northwest Fire District or, more recently, through a direct agreement with the Town. The proposed Land/Facility Use agreement will continue this relationship.

If approved, the agreement will allow the Department to park single engine air tankers at the airport during fire season (roughly May through July) and place temporary mobile office building/trailers on airport property. In addition, the Department may station an airplane and a helicopter at the airport for fire reconnaissance and fire support. Pursuant to the agreement, Town rental/parking fees would be waived, but the Department would be required to pay for its own water and electric utilities associated with its use of the airport property directly to the utility companies. The agreement will be effective from April 24, 2024, through September 1, 2024, to cover the 2024 fire season.

Staff Recommendation:

Staff recommends approval of Resolution No. 2024-025.

Suggested Motion:

I move to adopt Resolution No. 2024-025, approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season.

Attachments

Resolution No. 2024-025

Exhibit A to Resolution

MARANA RESOLUTION NO. 2024-025

RELATING TO MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LAND/FACILITY USE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT FOR USE OF THE AIRPORT AS AN AIR TANKER BASE FOR FIRE SUPPRESSION ACTIVITIES DURING FIRE SEASON

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

WHEREAS the Town Council finds that entering into a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management to allow the use of property at the Marana Regional Airport as an air tanker base for fire suppression activities in Southern Arizona during fire season is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: The Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

ARIZONA DEPARTMENT OF FORESTRY AND FIRE
MANAGEMENT

LAND/FACILITY USE AGREEMENT

Agreement #: _____

Resource Order #: _____

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

1. **DESCRIPTION OF PROPERTY/FACILITIES:** The Property is described as follows: that certain real property at the Marana Regional Airport, located at 11700 W. Avra Valley Road, Marana, Arizona, consisting of an approximately 19,250 square foot pad (175 feet x 110 feet) for aircraft parking on the southwest portion of the helicopter ramp area, west of Taxiway A. Additionally, aircraft can be parked on the main parking ramp located northwest of the Jet Apron if necessary. An area consisting of approximately 22,500 square feet (150'x150') has been designated for the placement of a 30'x76' office trailer and vehicle parking south of the airport perimeter road. The Property is more particularly shown in the location map attached to and incorporated in this Agreement as Exhibit A.
2. **TERM:** This Agreement shall be effective from April 24, 2024 through September 1, 2024, unless it is terminated sooner pursuant to the terms of this Agreement.
3. **USE:** The State shall use the Property as a single engine air tanker base for fire suppression activities during the fire season. The "fire season" is typically defined as May through July each year, but the State may occupy the Property earlier or later in the year as the State determines is necessary for fire suppression activities. The State shall notify the Town when the State intends to occupy the Property. The allowed uses under this Agreement shall include the use of tie down space for single engine air tankers parked on the Property by the State or the State's contractors for fire suppression activities. Additionally, the State shall be permitted to park trailers or other mobile building structures on the Property for use as office space for personnel operating out of the Base. The State shall also be permitted to station on the

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

The "Owner":

THE TOWN OF MARANA,
an Arizona municipal corporation

Ed Honea
Mayor

Date

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

The "State":

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

By:_____

Its:_____

Date



Exhibit A

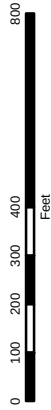
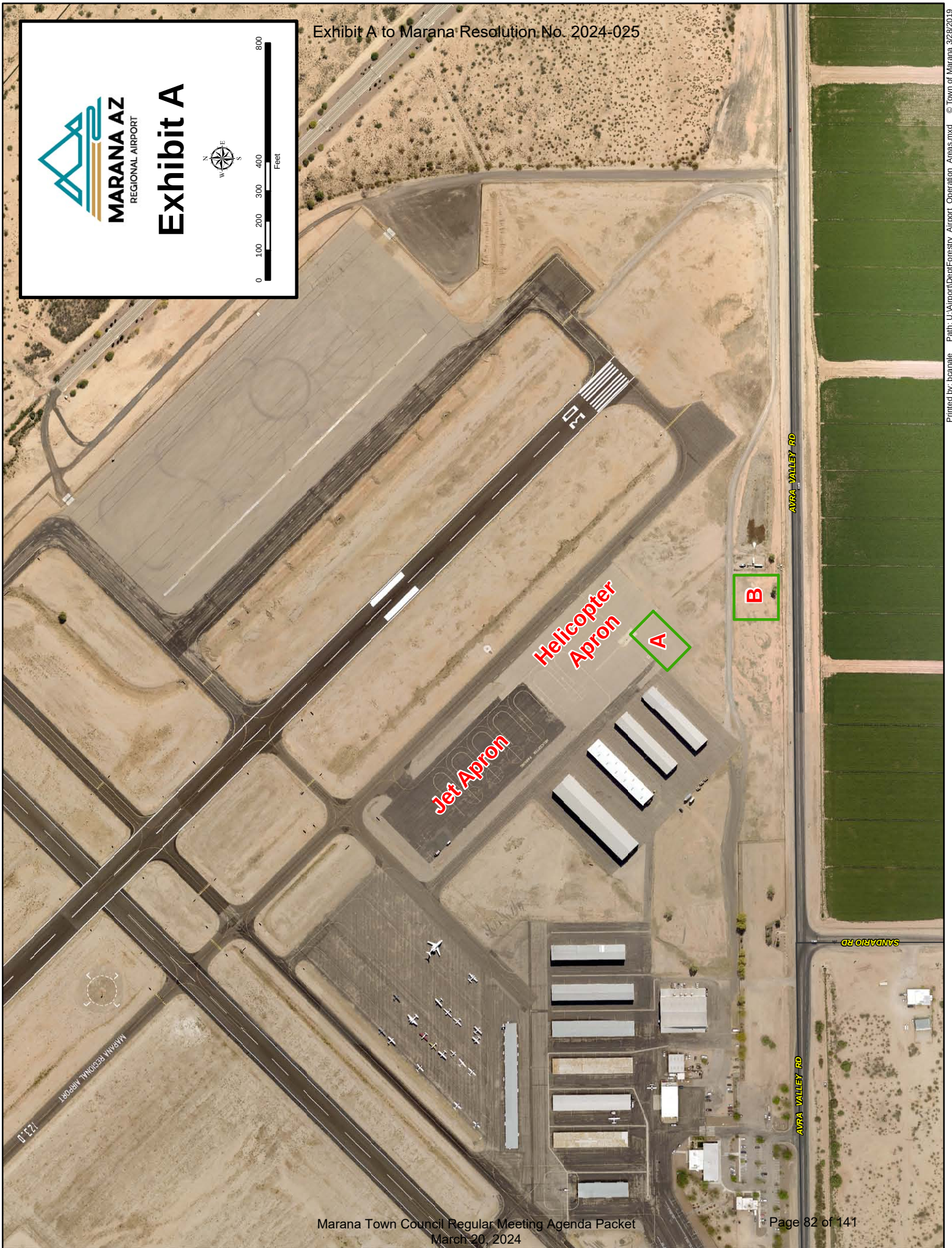


Exhibit A to Marana Resolution No. 2024-025





Council-Regular Meeting

C9

Meeting Date: 03/20/2024

To: Mayor and Council

From: Libby Shelton, Deputy Town Attorney

Date: March 20, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-026: Relating to Public Works; Authorizing the Town Manager to sign joint trench agreements on behalf of the Town of Marana for Tangerine Road Corridor Project - Phase 2A (Libby Shelton)

Discussion:

The Tangerine Road Corridor Project - Phase 2A (Project) includes joint utility trenches. Town staff has negotiated joint trench agreements with various utilities and telecommunications companies, to allocate the associated costs and coordinate the relocation of facilities in connection with this Project. The joint trench agreement negotiated with Trico Electric Cooperative, Inc. ("Trico") is included with the backup materials, as an example. The joint trench agreements divide the costs among the utilities and telecommunications companies using the standard "Western Underground Formula," which is included as an exhibit to the example agreement. Each joint trench agreement is modified slightly to address the specifics of the applicable utility or telecommunications company, but the substantive terms of the agreements are consistent.

The Town Manager probably has implied authority to sign joint trench agreements pursuant to the general project authorization. This resolution is being presented for Council adoption to provide the Town Manager with express authority to sign joint trench agreements for this project.

Financial Impact:

The joint trench agreements will be funded by budget capacity existing in the Tangerine Road Corridor Project - Phase 2A. The cost related to these agreements will be reimbursed to the Town by the corresponding parties entering into these agreements with the Town.

Staff Recommendation:

Staff recommends adoption of Resolution 2024-026, authorizing the Town Manager to sign joint trench agreements on behalf of the Town of Marana for Tangerine Road Corridor Project - Phase 2A.

Suggested Motion:

I move to adopt Resolution 2024-026, authorizing the Town Manager to sign joint trench agreements on behalf of the Town of Marana for Tangerine Road Corridor Project - Phase 2A.

Attachments

Resolution No. 2024-026
JUT Example - Trico

MARANA RESOLUTION NO. 2024-026

RELATING TO PUBLIC WORKS; AUTHORIZING THE TOWN MANAGER TO SIGN JOINT TRENCH AGREEMENTS ON BEHALF OF THE TOWN OF MARANA FOR THE TANGERINE ROAD CORRIDOR PROJECT - PHASE 2A

WHEREAS the Town of Marana is constructing the Tangerine Road Corridor Project - Phase 2A ("Tangerine Road Phase 2A"); and

WHEREAS Tangerine Road Phase 2A includes joint utility trenches; and

WHEREAS Town staff has negotiated joint trench agreements with various utilities and telecommunications companies, to allocate the associated costs among the trench users based on a standard "Western Underground Formula" and to coordinate the relocation of facilities in connection with Tangerine Road Phase 2A; and

WHEREAS the Mayor and Council of the Town of Marana find that granting the Town Manager express authority to sign joint utility trench agreements for Tangerine Road Phase 2A provides clarity that is in the best interests of the Town, the public, and the other parties to the joint trench agreements.

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

SECTION 1. The Town Manager is authorized to sign joint trench agreements on behalf of the Town of Marana for Tangerine Road Phase 2A, using the "Western Underground Formula" to allocate the costs.

SECTION 2. Nothing in this resolution shall be interpreted to call into question the implied authority of the Town Manager and/or Town Engineer to execute prior joint utility trench agreements on behalf of the Town of Marana.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

TOWN OF MARANA AND TRICO ELECTRIC COOPERATIVE, INC.
JOINT TRENCH AGREEMENT
TANGERINE ROAD CORRIDOR PROJECT - PHASE 2A
INTERSTATE 10 TO TANGERINE BUSINESS LOOP
PROJECT NUMBER ST098

THIS AGREEMENT is made and entered into by and between the TOWN OF MARANA ("MARANA"), an Arizona municipal corporation, and Trico Electric Cooperative, Inc., ("TRICO") an Arizona corporation. MARANA and TRICO are collectively referred to in this Agreement as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. MARANA is constructing the project, Tangerine Road Corridor Project - Phase 2A from Interstate 10 ("I-10") to Tangerine Business Loop, Project Number ST098, ("Project") to reconstruct public facilities (including streets and underground facilities) in or near Tangerine Road between I-10 and Tangerine Business Loop. MARANA is willing, to minimize disruption of streets and rights of way and to reduce the cost of installing conduit structures and substructures ("Facilities"), to permit joint use of trenches dug for MARANA ("MARANA Trenches") under the terms and conditions set forth in this agreement. Installation of the Facilities in Marana Trenches will be a construction phase of the Project and governed by a separate contract (the "JUT Contract") as set forth in A.R.S. § 34-101(4)(c)(ii).

B. Joint use of MARANA's trenches is to the mutual advantage of each of the parties and that mutual advantage is the consideration for this agreement

AGREEMENT

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

1. JOINT FACILITIES. MARANA shall install or cause to be installed TRICO Facilities in the MARANA Trenches at the location and in accordance with the plans (the "Plans") described in Exhibit B, and the contract documents (the "Contract Documents") attached as Exhibit C, for the Project both on file in the Office of the Director of Public Works of MARANA, as previously reviewed and approved by TRICO or TRICO's agents.

1.1 Any changes required by TRICO to the Plans and Contract Documents shall be made prior to execution of the JUT Contract. To the extent that any changes to the plans and contract documents are requested by TRICO after the execution of the JUT Contract, TRICO shall pay all costs for any associated redesign and construction of the Project including costs to others whose work may be affected by the changes requested by

TRICO. To the extent that there are changes to the plans or contract documents after the execution of the JUT Contract and such request is made by another, such other party shall be responsible for reimbursing TRICO for any additional costs arising out of any such request.

1.2 Upon MARANA's substantial completion of the TRICO Facilities, TRICO's approval and acceptance of the conduit having been placed in accordance with the terms and conditions contained herein, and TRICO'S final payment to MARANA as set forth in Paragraph 8.3, TRICO Facilities shall remain the sole property of TRICO and TRICO is authorized to use those TRICO Facilities for any purpose, so long as the use of the TRICO Facilities does not interfere with or interrupt the use of other Facilities in the MARANA Trenches.

1.3 Upon MARANA's substantial completion of the TRICO Facilities, TRICO's approval and acceptance of the conduit having been placed in accordance with the terms and conditions contained herein, and TRICO'S final payment to MARANA as set forth in Paragraph 8.3, the conduit shall be owned and maintained by TRICO, with TRICO retaining the exclusive right to use the conduit and or lease available space within the conduit to others for the placement, maintenance, upgrade and enhancement of fiber optic cables, lines and appurtenances under the terms and conditions set forth in this agreement. In the event TRICO executes a lease within its conduit, TRICO shall notify MARANA in writing within 10 business days of execution of the lease.

2 RIGHT TO INSPECT AND COORDINATION. TRICO shall have the right at all times to observe and inspect the performance of the installation of TRICO Facilities. TRICO, MARANA, and the Contractor awarded the JUT Contract ("JUT Contractor") shall maintain continued coordination regarding the Project, and MARANA shall ensure that the JUT Contractor also participates in the coordination. This coordination shall include but not be limited to a pre-construction meeting. MARANA or the JUT Contractor shall be responsible for the scheduling of these meetings.

3 ACCEPTANCE; COMPLETION. MARANA shall notify TRICO, in writing, within 30 business days after completion of the installation of the TRICO Facilities in the MARANA Trenches or portions of the installation of TRICO Facilities for which MARANA intends to obligate TRICO to pay costs for and MARANA shall deliver "as-builts" to TRICO for the completed installation of the TRICO Facilities or portions of the installation of TRICO Facilities in joint trench that MARANA intends to obligate TRICO to pay costs for. Prior to completion of the installation of the TRICO Facilities or for completed portions of the installation of facilities, TRICO will conduct progress inspections of the conduit placement before the MARANA Trench is closed and conduit verification, "mandrelling" operation, of completed sections, conduit section from manhole/ hand hole to manhole/hand hole or manhole/hand hole to conduit stub outs. These in-progress inspections will be coordinated with MARANA or the JUT Contractor and will be conducted by TRICO within 10 business days of notification from MARANA

or the JUT Contractor. Upon receipt of notification from MARANA and as-builts, TRICO shall have 10 business days to inspect the completed installation of the TRICO Facilities and as-builts and to accept or reject the completed installation and as-builts (specifying, if rejected any reasonable objection or deficiency) by written notice to MARANA. MARANA through the JUT Contractor will, at its own expense, correct the problem within 10 business days after receipt of TRICO's notice. The foregoing procedure will be repeated until TRICO provides final approval of the installation of TRICO Facilities and as-builts.

4 INDEPENDENT CONTRACTOR.

4.1 The JUT Contractor is engaged in an independent business and will perform its obligations arising in connection with the Agreement as an independent contractor and not as the agent or employee of TRICO. The JUT Contractor shall perform its obligations as set forth in the Plans. Any persons who perform the JUT Contractor's obligations as set forth in the Plans will be solely the employees or agents of MARANA or the JUT Contractor under its sole and exclusive direction and control. This Agreement does not create a partnership, joint venture or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

4.2 Any person who performs obligations as set forth in the Plans on behalf of TRICO will be solely the employees or agents of TRICO or its contractor under its sole and exclusive direction and control.

4.3 The safety and health of MARANA's employees and the JUT Contractor's employees and agents while performing its obligations as set forth in the Plans will be MARANA's and the JUT Contractor's sole responsibility. MARANA and the JUT Contractor's employees and agents will comply with all applicable rules and regulations, as well as all local, state and federal environmental, health and safety requirements, including those relating to the use and handling of hazardous materials.

5 CONSIDERATION. In consideration of performance of its obligations as set forth in the Plans by MARANA or the JUT Contractor, TRICO agrees to pay to MARANA the amount calculated by percentages in accordance with the WESTERN UNDERGROUND FORMULA (attached hereto as Exhibit "A"), applied to the segregated cost for the Joint Trench Facilities installation as set out in the Contract Documents. The anticipated cost is set forth in Exhibit D (GMP #4 - TRICO Elements Within Joint Utility Trench). In addition, TRICO agrees that its activities under this Agreement will not delay the JUT Contractor, and to that end, TRICO has reviewed and is familiar with the construction schedule for the joint utility trench, and will have manpower available to satisfy TRICO's obligations and activities under this Agreement in such a way that does not delay the Project, unless written objection is made to any critical elements of the schedule prior to execution of the Contract Documents. If TRICO reasonably objects in writing, in advance, to compliance with the construction schedule because of technical considerations, the MARANA Public Works Director, in his sole discretion, shall modify the schedule in a

reasonable fashion to accommodate the objection. Failure to object in the fashion set out in this paragraph shall constitute a waiver of the objection.

6 TERM. The Agreement will commence as of the Effective Date and will continue through both: 1) substantial completion of MARANA's placement of TRICO Facilities and TRICO'S approval of the placement of TRICO Facilities pursuant to Paragraph 3 of this Agreement; and 2) if applicable, final invoice is paid by TRICO pursuant to Paragraph 8 of this Agreement ("Term").

7 TERMINATION; CANCELLATION. Either Party may terminate this Agreement (including its Schedules), in whole or in part, prior to the award of the JUT contract for Construction of TRICO Facilities. In the event TRICO terminates this Agreement, TRICO shall be responsible for its portion of design up to the point of termination. Due to the apportionment of costs pursuant to Paragraph 5 of this Agreement, neither Party may terminate this Agreement after award of the JUT Contract for Construction of TRICO Facilities.

8 MANNER OF PAYMENT. TRICO shall pay all costs associated with the digging of the trenches and installation of the TRICO Facilities by MARANA or the JUT Contractor as set forth in Paragraph 5. MARANA and TRICO agree that the construction costs for the TRICO Facilities within the Joint Utility Trench are anticipated to be \$715,469.47 , as itemized and attached to this Agreement as Exhibit D. TRICO shall make progress payments to MARANA for completed portions of the installation of TRICO Facilities in MARANA's Trenches based on the JUT Contractor's invoicing. MARANA shall invoice TRICO upon completion of portions of the installation of TRICO Facilities. TRICO agrees to pay each undisputed invoice within 30 days from the date it receives the invoice. Each invoice will contain an itemized description of the completed Work and all applicable charges and taxes. TRICO will be liable only for undisputed and correct taxes itemized on the invoice for work to which the taxes relate. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full.

8.1 MARANA will provide TRICO with timely (within three business days of receipt by MARANA) written notice of any change orders, updated cost estimates, updated project schedules, or other documentation of changes in cost or schedule.

8.2 No later than 30 days after TRICO provides final approval of the installation of TRICO Facilities and as-builts as set forth in Paragraph 3 of this Agreement, MARANA shall provide to TRICO an itemized statement of MARANA'S construction and design costs for the TRICO Facilities (along with such reasonable documentation of such costs as may be requested by TRICO) and a check or invoice representing the difference between MARANA's costs and TRICO's payments. If TRICO's progress payments are insufficient to cover TRICO's obligations under this Agreement, TRICO shall pay MARANA the balance of the construction and design costs for the TRICO Facilities as set

forth in the invoice within 30 days after the itemized statement and invoice are provided to TRICO.

8.3 All invoices, documentation, and updates to TRICO shall be sent to Maricela Rivera, Trico Electric Cooperative, Inc., P.O. Box 930, Marana, AZ 85653.

8.4 TRICO may require reasonable documentation to substantiate any itemized description of the work completed by MARANA.

8.5. TRICO will not be the owner of the conduit as set forth in Paragraph 1. 3 of this Agreement until final payment is made pursuant to Paragraph 8.2.

9. LIENS. The JUT Contractor warrants that no mechanics' liens or other claims or demands, including but not limited to personal injury, death, property damage, non-payment or other liability claims, will be filed or maintained by it, the JUT Contractor, subcontractors or any other third party against any TRICO equipment, real estate or other property on account of the installation of the TRICO Facilities in the joint trench. TRICO reserves the right, at completion of the installation of the Facilities in the joint trench to require MARANA, the JUT Contractor and any subcontractor to furnish evidence in form and substance acceptable to TRICO that all claims, liens and causes of action, if any, for the payment of wages or salaries or the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled.

10. CONTRACTOR; THE CONTRACT; MATERIALS. The Total Financial Obligation pursuant to Paragraph 8 of this Agreement is an estimate and shall be adjusted to reflect the actual lengths of trenching, the facilities installed and any changes in the work made at TRICO's request. Any special conduits or substructures for the benefit of TRICO not identified on the plans and specifications and any changes to the work not so identified shall be included in the project at the sole cost and expense of TRICO. Hand holes (including but not limited to 463B TA handhole , grade rings, frame and cover, racking, bonding ribbon, and con seal), conduit material (including but not limited to PVC-C-4 stick conduit, rigid sweeps/bends, couplings, fittings, glue/primer, spacers, universal duct plugs) and associated material including but not limited to electronic markers, calibrated tape, and tracer wire, will be supplied by TRICO for installation in the trenches. Ownership of any materials or equipment supplied by TRICO or its contractor will transfer to TRICO upon receipt by MARANA of full payment following reconciliation as outlined in Paragraph 8.

11. MATERIALS, TIMELY DELIVERY TO SITE. TRICO shall supply a sufficient amount of conduit and equipment to the JUT Contractor to be placed in the trench by MARANA on behalf of TRICO as set forth in the Plans as often as necessary to ensure that the JUT Contractor's schedule is not interrupted or delayed. Should additional costs be incurred by the JUT Contractor due to a lack of conduit or equipment being supplied by TRICO, MARANA may, after 7 days written notice to TRICO and opportunity to cure for TRICO, charge TRICO for those costs.

12. COMPLIANCE WITH LAWS. MARANA and the JUT Contractor agree that the installation of the TRICO Facilities will be performed in accordance with all applicable Plans, federal, state and local laws, rules and regulations and the requirements of whoever owns or has jurisdiction over the rights of way in which the installation of the Facilities is to be performed.

13. FRANCHISE NOT MODIFIED; OWNERSHIP. Nothing in this Agreement shall be construed to extend or modify the terms of any franchise, agreement or other entitlement TRICO may have to occupy MARANA's streets, nor shall this Agreement effect or modify any relocation obligations of either MARANA or TRICO. Upon completion of the installation of the TRICO Facilities in the joint trench, final inspection by TRICO, and acceptance by TRICO, TRICO shall be responsible for ownership, maintenance and operation of its Facilities installed in the joint trench and for compliance with all laws and regulations regulating the same.

14. DISPUTES. In the event of disputes between MARANA and TRICO, the Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between MARANA's Public Works Director or designee(s) and individuals who will be designated by TRICO upon approval of the agreement who are at a higher level than the persons with direct responsibility for administration of this Agreement. MARANA or TRICO may give the other Party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving Party will submit to the other a written response. The notice and the response will include (a) a statement of each party's position and a summary of arguments supporting that position and (b) the name and title of the employee who will represent that Party and of any other person who will accompany that individual. Within 30 days after delivery of the disputing Party's notice, the representatives of both Parties will confer at a mutually acceptable time, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations and documents exchanged pursuant to this clause will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Any legal proceeding arising out of, or relating to this Agreement, will be brought in a state court of competent jurisdiction, in the state of Arizona. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

15. MARANA'S OBLIGATION. In the event TRICO shall pay any money to MARANA, MARANA's sole obligation, upon MARANA's failure to perform as required by this Agreement, shall be to return TRICO's funds. Nothing in this Agreement shall be construed to give rise to any claim for damages against MARANA due to the JUT Contractor's performance or failure to perform under this Agreement. MARANA does not, by this Agreement warrant the performance of the work of the JUT Contractor.

Notwithstanding the foregoing, MARANA shall assign warranties for the installed TRICO Facilities given by the JUT Contractor (or any subcontractors) in the Contract Documents to TRICO and obtain permission from the JUT Contractor to make such assignment. At a minimum, the JUT Contractor shall provide TRICO with a warranty that for a period of one year (or longer, if so provided by law, and to the extent provided by law) after final payment by TRICO for the installation of the TRICO Facilities, that all labor, workmanship, components, materials and other parts of the Facilities will be free from defects in material and workmanship under normal use and service, will be performed in accordance with industry standards and will conform in all respects with the requirements of TRICO's specifications as defined in the Plans (attached as Exhibit B), the Contract Documents (attached as Exhibit C) and specification documents given to MARANA by TRICO. Upon notice from TRICO, the JUT Contractor will immediately, at its own expense, correct and remedy any defects in the Facilities occurring during the warranty period whether observed before or after payment for the Facilities and whether or not the Facilities are already installed or completed. MARANA agrees to offer all reasonable support necessary to enforce this warranty against the JUT Contractor.

16. TRICO TO USE FACILITIES. Upon completion of the Project, TRICO may utilize the TRICO Facilities for the conduct of all TRICO activities within the boundaries of the Project area, including the installation, maintenance, repair and replacement of its, as applicable, cable, fiber, lines and related appurtenances. As set forth in the Plans, TRICO shall install, as applicable, its cable, fiber, lines and related appurtenances in the TRICO Facilities installed by MARANA in the joint trench and install equipment and tie in conduit structure between the newly placed joint trench facilities and existing TRICO structure. Any additional facilities constructed after completion of the Project will be constructed only after obtaining appropriate permits and authority from all public agencies with jurisdiction to make modifications or install new facilities within the Project boundaries. If new work affects the installed work dedicated to any of the other utilities, TRICO will coordinate and cooperate with the other utility to avoid conflicts in the work.

17. INSURANCE. Each Party represents and warrants that it has obtained liability, Workers' Compensation and other insurance or participates in a lawful self-insurance program adequate to insure against any and all liabilities to third parties that may arise out of performance of this Agreement. Each Party will supply proof of such insurance or self-insurance to the other upon request and will supply conforming certificates of insurance prior to the commencement of work. Insurance required of the JUT Contractor, by the Contract Documents, shall include TRICO as additional insured at not less than the same level as provided to MARANA as regards the work covered by this Agreement.

18. INDEMNITY. Prior to the commencement of the Work, MARANA will require the JUT Contractor to agree in writing to indemnify, defend and hold harmless TRICO, their affiliates and each of their officers, directors, employees and agents from and against all Liabilities arising from or in connection with (a) Any personal injuries or property damage received or sustained by any person or property arising in whole or in part in

connection with the Work; and (b) Any act or omission, neglect, negligence, gross negligence or willful misconduct of the JUT Contractor or any subcontractors in connection with the Work. No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the negligence of the party seeking indemnification. Compliance with the requirements for insurance set out in Paragraph 17 above shall not limit the amount of any parties' liability under this agreement.

19. LIMITATION OF LIABILITY/ Except for each party's indemnification obligations, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising in connection with the Agreement, even if such party has been apprised of the possibility of such damages.

20. CONFIDENTIAL INFORMATION

20.1 Definition of Confidential Information.

"Confidential Information" means any and all non-public information (including but not limited to trade secrets, systems, data, customer information, defects in the Work, payment or pricing information, engineering plans and data, specifications, drawings, sketches, models, samples, designs, maps, computer programs or documentation) provided, disclosed or made accessible by TRICO to MARANA or the JUT Contractor under this Agreement or in connection with the Work. No information shall be considered Confidential unless expressly identified to MARANA in writing prior to submitting the information. TRICO acknowledges that MARANA is an Arizona municipality and is subject to the Arizona Public Records Law. As a recipient of Federal funds, MARANA may be subject to disclosure of public information under Federal law. MARANA will not be liable to TRICO or any third party on account of disclosure of any information when required by the Arizona or Federal Law or regulation

20.2 Use and Disclosure of Confidential Information.

Subject to applicable law, and except as expressly provided in the Agreement, MARANA will, and will ensure that the JUT Contractor does, (a) Not use Confidential Information for any purpose other than the fulfillment of its obligations under the Agreement; (b) Not disclose Confidential Information to any third party (including any affiliate of itself or of TRICO) without the prior written consent of TRICO, to the extent permitted by law; provided, MARANA may provide essential information only to the JUT Contractor subject to a confidentiality obligation of the JUT Contractor no less stringent than this provision; (c) Not make any copies of Confidential Information without TRICO's prior consent; and (d) Protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. MARANA will, and will ensure that the JUT

Contractor does, only disclose Confidential Information to employees and/or agents who have a "need to know" for purposes of the Agreement. MARANA will, and will ensure that the JUT Contractor does, notify and inform such employees and/or agents of their obligations under the Agreement, and MARANA will be responsible for any breach of this section by it's or the JUT Contractor's employees and/or agents. In the event MARANA or the JUT Contractor is required to disclose Confidential Information pursuant to law, MARANA will notify TRICO of the required disclosure with sufficient time for TRICO to seek relief, will cooperate with TRICO in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information. Subject to applicable law and consistent with the public record keeping obligation of MARANA, at the conclusion of the Agreement, or any time at the specific request of TRICO, any and all Confidential Information will be returned to the originating TRICO.

21. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

22. CONFLICT OF INTEREST. This Agreement is subject to the provisions of ARS § 38-511 which provides for cancellation of contract in certain instances involving conflict of interest.

23. NOTICES. Any notice, request, demand, consent, approval or other communication required or permitted under this agreement or law shall be given, in writing as follows:

TRICO:

TRICO Electric Cooperative, Inc
Attention: Maricela Rivera
PO Box 930
Marana, AZ 85653

Copy to: legal@TRICO.coop

MARANA:

Town of Marana
Attention: Fausto Burruel, Public Works Director
5100 W. Ina Road
Tucson, Arizona 85743

All notices shall be hand delivered, mailed with postage prepaid, Return Receipt Requested or sent by established overnight delivery service (e.g. Federal Express, UPS, DHL). Either party may change the location for receipt of notices by written notice to the other party. The sender of any notice bears and accepts the risk of non-delivery by the means chosen.

24. CAPTIONS. Captions in this agreement are for convenience only, and do not govern any portion of this agreement.
25. ASSIGNMENT AND DELEGATION: The rights and obligations of each party will be binding upon and inure to the benefit of its successors and permitted assigns.
26. RECORDS AND AUDITS. MARANA will maintain complete and accurate records with respect to the Work, including all charges associated with this Agreement and the portion of the Work performed by Subcontractors, in accordance with generally accepted accounting principles, for 72 months from the date of its termination or expiration. TRICO, or its designee, may inspect, audit and make copies of such records, for TRICO's retention, on reasonable notice.
27. REMEDIES; FUTURE PROJECTS. No remedy specified in this Agreement will limit TRICO's other rights and remedies arising in connection with the Agreement, at law or in equity. TRICO's participation in the Project pursuant to this Agreement shall not be construed as an agreement to participate in any future projects.
28. ADVERTISING; PUBLICITY. Neither party will use the other party's names, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without the other's prior written permission.
29. GOVERNING LAW. This Agreement will be governed by the laws of the State of Arizona without reference to its choice of law rules.
30. ENTIRE AGREEMENT; MODIFICATIONS; WAIVER. This Agreement and all exhibits, amendments, documentation, and specifications referenced in these documents constitutes the entire contract between the parties, and supersedes all prior agreements (written or oral), understandings, negotiations and representations made by any of them regarding the subject matter addressed. Any modifications or amendments to this Agreement must be in writing and signed by both parties. The term "including" in this Agreement means by way of example, not limitation. Any waiver by either party of any rights hereunder or of a breach of any provision of this Agreement will not constitute a waiver of any other breach of that or any other provision of this Agreement. Any waiver must be in writing.
31. SEVERABILITY; SURVIVAL; EXECUTION. The determination that any provision of this Agreement is invalid or unenforceable will not invalidate this Agreement, and this Agreement will be construed and performed in all respects as if such invalid or unenforceable provision was omitted insofar as the primary purpose of this Agreement is not frustrated. All provisions that by their sense and context are intended to survive the expiration of the Agreement will survive. The Agreement may be executed by facsimile copy and/or in any number of counterparts, all of which together will constitute one agreement.

32. EFFECTIVE DATE. The effective date of this Agreement is the date of the signature of the Town Manager of the Town of Marana.

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

THE TOWN OF MARANA,
an Arizona municipal corporation

TRICO Electric Cooperative, Inc.,

Yiannis Kalaitzidis
Finance and Purchasing Director

Torey Bell, Vice President, Engineering

Date

Date

ATTEST:

David Udall, Town Clerk

APPROVED AS TO FORM:

Libby Shelton, Deputy Town Attorney

LIST OF EXHIBITS

- Exhibit A: Western Underground Formula and Spreadsheet
- Exhibit B: The Plans
- Exhibit C: The Contract documents
- Exhibit D: GMP #4 – TRICO Elements Within Joint Utility Trench

EXHIBIT “A”
WESTERN UNDERGROUND FORMULA

Western Underground Formula

Whether the work was specified on the original Memo or agreed to on a change order, the total Project Cost will be allocated as follows:

1. Any direct costs, including but not limited to, conduit, conduit spacers, concrete for duct banks and installation for each of these will be borne by the party requiring the work. If a separate trench is required by one party, all the costs for such a trench will be charged to the party utilizing it.
2. All joint trenching costs, including but not limited to, easements for joint portions of the trench, excavation, saw cutting, spoil removal, shading, backfill, compaction, barricades, steel plates, cold patch, shoring, dust control, traffic control, and landscape & asphalt replacement will be allocated between the parties utilizing the trench according to the following formula:

Western Underground Formula

Each party shall determine the width and depth of trench which meets such party's requirements for a sole-use trench; i.e. electric-only, telephone-only, etc. The following formulas will then be used to determine the allocable apportion of the joint trench cost that will be the responsibility of each party.

$$\text{Power Co. Percent (\%) Cost} = \frac{(PW \times PD)}{(TW \times TD) + (PW \times PD) + (OW \times OD)}$$

$$\text{Telephone Co. Percent (\%) Cost} = \frac{(TW \times TD)}{(TW \times TD) + (PW \times PD) + (OW \times OD)}$$

$$\text{Other Co Percent (\%) Cost} = \frac{(OW \times OD)}{(TW \times TD) + (PW \times PD) + (OW \times OD)}$$

Legend:

P = Electric Power Company

T = Telephone Company

O = Other Company

W = Width of trench if separate construction were planned

D = Depth of trench if separate construction were planned

Joint Use Trench Costing
Tangerine Road

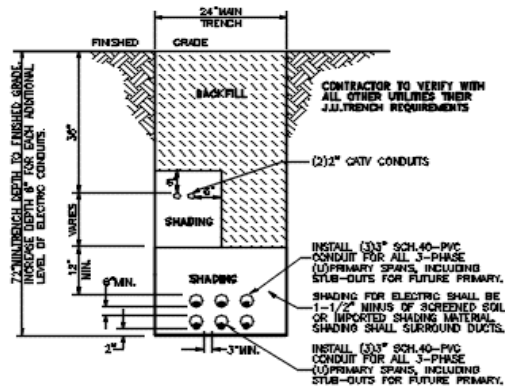
INDIVIDUAL COST ASSESMENT PER UTILITY PER SPECIFIED SEGMENT																
Length (ft)	Location (Station to Station)	Comcast (Number and Diameter)	Minimum Trench Area Required for Given Utility (in²)	Individual Length Cost (%)	Marana ITS Conduit (Number and Diameter)	Minimum Trench Area Required for Given Utility (in²)	Individual Length Cost (%)	First Digital Conduit (Number and Diameter)	Minimum Trench Area Required for Given Utility (in²)	Individual Length Cost (%)	Lumen Conduit (Number and Diameter)	Minimum Trench Area Required for Given Utility (in²)	Individual Length Cost (%)	Trico Conduit (Number and Diameter)	Minimum Trench Area Required for Given Utility (in²)	Individual Length Cost (%)
1292	Sta: 442+07 to 454+03	-	0	0.00	1-4"	1008	100.00	1-4"	0	0.00	-	0	0.00	-	0	0.00
166	Sta: 454+02 to 454+24	2-2"	960	19.23	1-4"	1008	20.19	1-4"	0	0.00	2-4"	1296	25.96	9-3"	1728	34.62
1225	Sta: 454+24 to 466+66	2-2"	960	19.23	1-4"	1008	20.19	1-4"	0	0.00	1-4"	1296	25.96	9-3"	1728	34.62
919	Sta: 466+66 to 475+28	2-2"	960	19.23	1-4"	1008	20.19	1-4"	0	0.00	3-4"	1296	25.96	9-3"	1728	34.62
714	Sta: 475+28 to 482+15	2-2"	960	18.69	1-4"	1008	19.63	1-4"	0	0.00	4-4"	1440	28.04	9-3"	1728	33.64
27	Sta: 482+15 to 482+41	2-2"	960	18.69	1-4"	1008	19.63	1-4"	0	0.00	5-4"	1440	28.04	9-3"	1728	33.64
671	Sta: 482+41 to 489+12	2-2"	960	19.23	1-4"	1008	20.19	1-4"	0	0.00	3-4"	1296	25.96	9-3"	1728	34.62
971	Sta: 489+12 to 498+81	2-2"	960	19.23	1-4"	1008	20.19	1-4"	0	0.00	3-4"	1296	25.96	9-3"	1728	34.62
322	Sta: 489+81 to 502+02	2-2"	960	18.69	1-4"	1008	19.63	1-4"	0	0.00	4-4"	1440	28.04	9-3"	1728	33.64
1311	Sta: 502+02 to 515+13	2-2"	960	19.23	1-4"	1008	20.19	1-4"	0	0.00	3-4"	1296	25.96	9-3"	1728	34.62
24	Sta: 515+13 to 515+38	2-2"	960	18.69	1-4"	1008	19.63	1-4"	0	0.00	4-4"	1440	28.04	9-3"	1728	33.64
537	Sta: 515+38 to 520+74	2-2"	960	18.69	1-4"	1008	19.63	1-4"	0	0.00	3-4"	1296	25.23	12-3"	1872	36.45
207	Sta: 520+74 to 522+80	2-2"	960	18.18	1-4"	1008	19.09	1-4"	0	0.00	4-4"	1440	27.27	12-3"	1872	35.45
178	Sta: 522+80 to 524+62	2-2"	960	18.69	1-4"	1008	19.63	1-4"	0	0.00	4-4"	1440	28.04	9-3"	1728	33.64
371	Sta: 524+62 to 528+28	2-2"	960	19.23	1-4"	1008	20.19	1-4"	0	0.00	3-4"	1296	25.96	9-3"	1728	34.62
145	Sta: 528+28 to 529+74	4-2"	960	18.18	1-4"	1008	19.09	1-4"	0	0.00	5-4"	1440	27.27	12-3"	1872	35.45
276	Sta: 529+74 to 532+49	4-2"	960	18.69	1-4"	1008	19.63	1-4"	0	0.00	3-4"	1296	25.23	12-3"	1872	36.45
1233	Sta: 532+49 to 544+82	2-2"	960	18.69	1-4"	1008	19.63	1-4"	0	0.00	3-4"	1296	25.23	12-3"	1872	36.45
739	Sta: 544+82 to 552+12	2-2"	960	24.10	1-4"	0	0.00	1-4"	0	0.00	3-4"	1296	32.53	9-3"	1728	43.37
380	Sta: 552+12 to 555+83	2-2"	960	24.10	1-4"	0	0.00	1-4"	0	0.00	3-4"	1296	32.53	9-3"	1728	43.37
945	Sta: 555+83 to 565+28	2-2"	960	24.10	1-4"	0	0.00	1-4"	0	0.00	3-4"	1296	32.53	9-3"	1728	43.37
252	Sta: 565+28 to 567+80	-	0	0.00	-	0	0.00	1-4"	0	0.00	-	0	0.00	9-3"	1728	100.00
136	Sta: 454+02 to	2-2"	960	24.10	1-4"	0	0.00	-	0	0.00	2-4"	1296	32.53	9-3"	1728	43.37
39	Sta: 466+35 to 466+66	-	0	0.00	-	0	0.00	-	0	0.00	4-4"	1440	45.45	6-3"	1728	54.55

NOTE: Costing based on recommendations and practices of the Western Underground Committee.

Total JUT Length (ft)
13080

Trench Assumptions if constructed separately						Notes
	Facility		Trench Dimension			
Company	Number	Size	Width (in.)	Depth (in.)	Area (in. ²)	All trenches assume 24" min width
Comcast	2	2"	24	40	960	Comcast cover 36" min
Town of Marana (ITS)	1	4"	24	42	1008	TOM ITS cover 36" min
Lumen 1	1	4"	24	54	1296	All Lumen cover 48" min, 2" min between conduit
Lumen 2	3	4"	24	54	1296	
Lumen 3	4	4"	24	60	1440	Two layers stacked conduit, adds 6" to trench depth (2" spacing 4" second level conduit)
Lumen 4	5	4"	24	60	1440	Two layers stacked conduit, adds 6" to trench depth (2" spacing 4" second level conduit)
Trico 1	6	3"	24	72	1728	Two layers UGE 3-3", 12" min between comm/UGE
Trico 2	9	3"	24	72	1728	Top 3-3" are comm (36" cover), Layer 2/3 UGE 3-3", 12" min between comm/UGE, 6" min between UGE
Trico 3	12	3"	24	78	1872	Top 3-3" are comm (36" cover), Layer 2/3/4 UGE 3-3", 12" min between comm/UGE, 6" min between UGE

TRICO Trench Details



MAIN TRENCH DETAIL, UR2-603
3-PHASE 3rd PRIMARY DOUBLE-CIRCUIT

Exhibit B
Plans on file in the Office of the Director of Public Works
Prepared by Psomas

Exhibit C
Contract Documents on file in the Office of the Director of Public Works

Exhibit D
GMP #4 – TRICO Elements (Within Joint Utility Trench)



CONSTRUCTION MANAGER AT-RISK (CMAR) - CONSTRUCTION SERVICES

GMP#4 - SUMMARY

Town of Marana
Department of Public Works
Marana Project Number: ST098

TANGERINE ROAD PHASE 2A

GMP#4 - TRICO ELEMENTS (WITHIN JOINT UTILITY TRENCH)

Updated: January 19, 2024

CONSTRUCTION	AMOUNT
CONSTRUCTION COSTS:	
I. Cost of Construction	\$ 500,950.04
II. CMAR Contingency	\$ 15,028.50
SUBTOTAL <i>(Direct Construction Cost)</i>	\$ 515,978.54
INDIRECT CONSTRUCTION COSTS:	
III. General Conditions	\$ 31,471.63
IV. Overhead	\$ 44,014.99
V. General Liability Insurance	\$ 1,818.42
VI. Payment and Performance Bonds	\$ 5,358.73
SUBTOTAL <i>(Indirect Construction Cost)</i>	\$ 82,663.77
SUBTOTAL <i>(Direct Construction Cost + Indirect Construction Cost)</i>	\$ 598,642.31
VII. Construction Fee	\$ 40,811.10
SUBTOTAL <i>(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds + Fee)</i>	\$ 639,453.41
VIII. Arizona Gross Receipts Tax	\$ 41,980.12
GUARANTEED MAXIMUM PRICE (GMP)	\$ 681,433.53
OTHER PROJECT COSTS:	
IX. Owner's Contingency	\$ 34,035.94
TOTAL CONTRACT COST	\$ 715,469.47

For supporting documentation - see also:

Attachment #1 - Schedule of Values

Attachment #2 - Scope of Work (List of Plans/Specifications)

Attachment #3 - Clarifications, Assumptions, and Exclusions to the scope of work

Attachment #4 - Schedule

Attachment #5 - Cash-flow Forecast

Attachment #6 - Anticipated Subcontractor Participation

Attachment #7 - Overall JUT Schedule of Values and Indirect Costs

Attachment #8 - Utility Provider JUT Allocation Summary



CONSTRUCTION MANAGER AT-RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES: MARANA ITS

TANGERINE ROAD PHASE 2A

GMP#4 - TRICO ELEMENTS (WITHIN JOINT UTILITY TRENCH)

Updated: January 19, 2024

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1	-	I. COST OF CONSTRUCTION - LINE ITEMS				-
2	-	JOINT UTILITY TRENCH (JUT)				-
3	1060000	Contractor Quality Control (Compaction Testing)	AL	1.00	\$ 7,695.00	\$ 7,695.00
4	7010005	Temporary Traffic Control	AL	1.00	\$ 3,676.50	\$ 3,676.50
5	7320500	Joint Utility Trench (JUT) Trench Excavation And Backfill	LF	12,828.00	\$ 6.91	\$ 88,664.83
6	9250001	Construction Survey And Layout	AL	1.00	\$ 10,260.00	\$ 10,260.00
7	-	JOINT UTILITY TRENCH (JUT) SUBTOTAL				\$ 110,296.33
8	-	TRICO ELEMENTS IN JUT				-
9	7320504	Lateral Trench Excavation And Backfill (Trico Only)	LF	2,796.00	\$ 36.49	\$ 102,026.04
10	7320524	Install Conduit (Trico Provided)	LF	125,639.00	\$ 2.18	\$ 273,893.02
11	7320534	Install Trico Provided Tubs And Pads For Cabinets, Junction Boxes, Transformers (Spec Not Yet Shown On Plans)	EA	7.00	\$ 2,104.95	\$ 14,734.65
12	-	MARANA ITS ELEMENTS SUBTOTAL				\$ 390,653.71
13	-	COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$ 500,950.04
14	-	II. CMAR CONTINGENCY				-
15	299.001	JOINT UTILITY TRENCH (JUT) UNKNOWN DETAILS/ UNFORESEEN CONDITIONS (3% OF COST OF CONSTRUCTION)	LS	1.00	\$ 3,308.89	\$ 3,308.89
16	299.002	TRICO ELEMENTS UNKNOWN DETAILS/ UNFORESEEN CONDITIONS (3% OF COST OF CONSTRUCTION)	LS	1.00	\$ 11,719.61	\$ 11,719.61
17	299.100	CMAR CONTINGENCY - LINE ITEMS SUBTOTAL				\$ 15,028.50
18	-	SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)				\$ 515,978.54



CONSTRUCTION MANAGER AT-RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES: MARANA ITS

TANGERINE ROAD PHASE 2A

GMP#4 - TRICO ELEMENTS (WITHIN JOINT UTILITY TRENCH)

Updated: January 19, 2024

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
14	-	INDIRECT CONSTRUCTION COSTS				-
15	-	III. GENERAL CONDITIONS				-
16	300.001	(% of Overall JUT Total - See Att 7 & 8)	%	\$ 77,068.80	40.83576%	\$ 31,471.63
17	300.100	SUBTOTAL B. (III. GENERAL CONDITIONS)				\$ 31,471.63
18	-	SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)				\$ 547,450.17
19	400.100	IV. CMAR OVERHEAD (% of Overall JUT Total - See Att 7 & 8)	%	\$ 107,785.41	40.83576%	\$ 44,014.99
20	-	SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)				\$ 591,465.16
21	700.100	VII. CONSTRUCTION FEE (% of Overall JUT Total - See Att 7 & 8)	%	\$ 99,939.60	40.83576%	\$ 40,811.10
22	500.100	V.a. GENERAL LIABILITY INSURANCE (% of Overall JUT Total - See Att 7 & 8)	%	\$ 4,453.02	40.83576%	\$ 1,818.42
23	600.100	VI. PAYMENT & PERFORMANCE BONDS (% of Overall JUT Total - See Att 7 & 8)	%	\$ 13,122.64	40.83576%	\$ 5,358.73
24	-	SUBTOTAL E. (SUBTOTAL D + VIII + V + VI + VII)				\$ 639,453.41
25	800.100	VIII. TOWN OF MARANA SALES TAX (% of Overall JUT Total - See Att 7 & 8)	%	\$ 102,802.34	40.84%	\$ 41,980.12
26	-	GUARANTEED MAXIMUM PRICE (GMP)				\$ 681,433.53
27	-	IX. OWNER'S CONTINGENCY				-
28	900.001	OWNER-DIRECTED CHANGES AND/OR UNFORESEEN SITE CONDITIONS (% of Overall JUT Total - See Att 7 & 8)	%	\$ 33,374.35	40.83576%	\$ 13,628.68
29	900.002	JUT Design Plans (Psomas) (% of Overall JUT Total - See Att 7 & 8)	%	\$ 49,974.00	40.83576%	\$ 20,407.26
30	900.100	SUBTOTAL F. (OWNER'S CONTINGENCY)				\$ 34,035.94
		TOTAL CONTRACT COST				\$ 715,469.47



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

ATTACHMENT #2 - SCOPE OF WORK

TANGERINE ROAD PHASE 2A

GMP#4 - TRICO ELEMENTS (WITHIN JOINT UTILITY TRENCH)

Updated: January 19, 2024

BRIEF DESCRIPTION OF WORK:			
PURCHASE AND INSTALLATION OF MARANA ITS ELEMENTS INCLUDED IN THE NEW JOINT UTILITY TRENCH (JUT) IN ADVANCE OF THE TANGERINE ROAD PHASE 2A WIDENING IMPROVEMENTS (BETWEEN UPRR ROW ON THE WEST AND MARANA TECH PARK ON THE EAST) ANTICIPATED PARTICIPANTS INCLUDE: MARANA ITS, COMCAST, FIRST DIGITAL, LUMEN, TRICO			
LIST OF PLANS & SPECIFICATIONS USED:			
	Document:	Prepared By:	Date:
1	FINAL_DRAFT JUT PLANS (100% NFC) (SHEETS JT01 to JT22)	Psomas	09/29/23
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-
6	-	-	-
7	-	-	-
8	-	-	-
9	-	-	-
10	-	-	-



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

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

TANGERINE ROAD PHASE 2A

GMP#4 - TRICO ELEMENTS (WITHIN JOINT UTILITY TRENCH)

Updated: January 19, 2024

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
1	Clarification - This Guaranteed Maximum Price (GMP) is based on the preliminary JUT plans listed in Attachment #2, which were not yet intended for construction. This GMP Scope of Work will be progressively updated with each following design update and/or ultimately reconciled with final approved JUT plans. The line item scope of work herein may be phased/separated into multiple work packages/sequences (based on input/approval from Marana and overall project development).
2	Clarification - This GMP is based on Trico's participation in the overall JUT (which also includes Marana's ITS, Lumen, Comcast, and First Digital). The cost ratios for each utility provider was coordinated with Marana and Psomas (who established the Western Underground Formula) and presented in Borderland's ROM Cost Model (dated 10/11/23). Attachment#7 has been provided as a reference to the overall Indirect Costs required for Construction. Attachment #8 has been provided as a reference to the JUT cost ratios. Since the elements for all 5-4 JUT participants will be constructed simultaneously, the Indirect Costs for this GMP have been established based on the percent participation shown in Attachment #8 and overall amounts shown in Attachment #7.
3	Clarification - The new JUT construction requires procurement and delivery of all materials from all third-party utility providers, prior to the start of trenching. The JUT requires simultaneous and linear installation of all 5 utility provider elements. Any delay in the delivery of third-party utility materials will also delay the overall JUT production. Borderland will work closely with Marana to communicate and update JUT progress based on third-party adherence to the anticipated start date/schedule shown in Attachment #4.
4	Clarification - At the time of this GMP, construction material (aggregates, asphalt, concrete, pipes, lumber, diesel, gasoline etc.) pricing and availability is highly volatile and unpredictable over the anticipated project duration (Force Majeure has been previously declared by several suppliers over the past several months). This GMP accounts for material purchases and fuel costs at the current market rates. As the construction start date approaches, material and fuel pricing will need to be confirmed and updated. Any Force Majeure impacts received by Borderland will be passed through to Marana.
5	Clarification - Borderland has included an anticipated cost for construction Quality Control (JUT trench backfill) in this GMP. This item will require ongoing coordination with Marana to determine the scale and applicability during construction.
6	Clarification - Borderland has included an anticipated cost for temporary traffic control (for JUT installations) in this GMP. This item will require ongoing coordination with Marana to determine the scale and applicability during construction.
7	Clarification - Borderland has included an anticipated cost for construction Survey/Staking in this GMP. This item will require ongoing coordination with Marana to determine the scale and applicability during construction.
8	Clarification: This GMP was developed in advance of a formal material specifications and details from each of the utility providers. Borderland has used professional judgment and past experience to establish scoping/pricing for the GMP line item budgets. Prior to construction, Borderland (in coordination with Marana) will need confirmation of all required material specifications and installation requirements from each utility provider. Scope changes/requirements that arise from the material specifications/installation requirements may require re-evaluation of the overall construction cost and schedule and/or reconciliation within GMP contingencies.



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

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

TANGERINE ROAD PHASE 2A

GMP#4 - TRICO ELEMENTS (WITHIN JOINT UTILITY TRENCH)

Updated: January 19, 2024

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
9	Clarification - Trico Elements: Trico elements were estimated based on the JUT plans. All material specifications for conduits and pullboxes were ASSUMED and will require confirmation. No cost for purchasing conduits/pullboxes is included - unit pricing is for <u>installation only</u> (assumed Trico will provide all materials)
10	Clarification - CMAR Contingency Item 299.001: Per paragraph 5.4.4 of the Terms and General Conditions, a CMAR contingency amount of 3.0% (relative to the direct cost construction) was established for potential items of remaining/unknown risk that could not be reasonably identified at the time this Cost Model was prepared. Prior to any use/allocation of the CMAR contingency amount, Borderland will provide Marana a notice/application for review and approval. If/when it becomes apparent that an anticipated line item contingency will not be used, and with Marana direction/approval, the CMAR contingency budgets may be revised and/or reallocated to other actual project costs. The amount of CMAR Contingency that is unused during construction will be returned as a credit to Marana.
11	Clarification - Item 800.100: Sales Tax rate is based on the project occurring entirely within the Town of Marana jurisdictional limits.
12	Clarification - Item 900.001: Per paragraph 5.4.5 of the Terms and General Conditions, an Owner's Contingency is a sum of money (in the Total Contract Amount, but not included in the GMP) that may be used at the discretion of Marana to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Appropriate markups for Construction Fee, taxes, and overhead will be applied at the time that Marana's Contingency is used. An overall Owner's Contingency of 2.0% (relative to total CMAR cost) was established for potential items of remaining/unknown risk that could not be reasonably identified at the time this Cost Model was prepared. The amount of Owner's Contingency that is unused during construction will be returned as a credit to Marana.
13	Clarification - Item 900.002: For overall cost splitting/sharing purposes, we've included the provided cost for JUT Design Plans (Psomas) as an Owner's Contingency Item
14	Clarification - Attachment #8: Percentages used for JUT participation based on the Western Underground Formula provided by Psomas (09/29/23)
15	- not used -
16	Assumption - The unit costs for this GMP assume the JUT will be installed immediately after the WT053 waterline project and prior to the TEP OHE pole relocations. No cost has been included for supporting the new TEP OHE poles during the JUT trenching (if for some reason new TEP poles are installed in advance of the JUT).
17	Assumption - The new JUT is the primary mechanism for conflict resolutions with existing utilities. Based on this circumstance, completion of the JUT is now the critical path task for Tangerine Road Phase 2A. It is assumed all utilities will participate in an expedient manner to tie-over new facilities so that existing utilities conflicts can be resolved and Tangerine Road Phase 2A construction can proceed efficiently.
18	- not used -
19	Exclusion - This GMP excludes all work/cost within the existing UPRR ROW and/or UPRR public at-grade crossing (including UPRR ROW permitting fees)
20	Exclusion - This GMP excludes all work associated with the separate WT053 East Tangerine Segment 1 Pipeline Upsizing project.



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

ATTACHMENT #3 - CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

TANGERINE ROAD PHASE 2A

GMP#4 - TRICO ELEMENTS (WITHIN JOINT UTILITY TRENCH)

Updated: January 19, 2024

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS TO THE SCOPE OF WORK:	
21	Exclusion - This GMP excludes all work associated with the separate ST107 Interim Traffic Interchange (I-10/Tangerine Rd)
22	Exclusion - This GMP excludes the purchasing and/or installation of any/all third-party utility provider elements. Separate GMPs will be established for other JUT participants
23	Exclusion - This GMP excludes the cost for NPPO scope/mitigation. It is understood any/all NPPO costs will be handled outside the construction contract.
24	Exclusion - This GMP excludes the cost for USACE 404/408 permitting fees. It is understood any/all 404/408 permitting costs will be handled outside the construction contract.
25	Exclusion: This GMP excludes the cost for temporary construction easements or ROW commitments. It is assumed all property rights needed for construction will be acquired by Marana prior to Notice-to-Proceed.
26	Exclusion: This GMP excludes the cost for all work associated with First Digital Communications, per the 01/11/24 notification that they would NOT be participating in the JUT



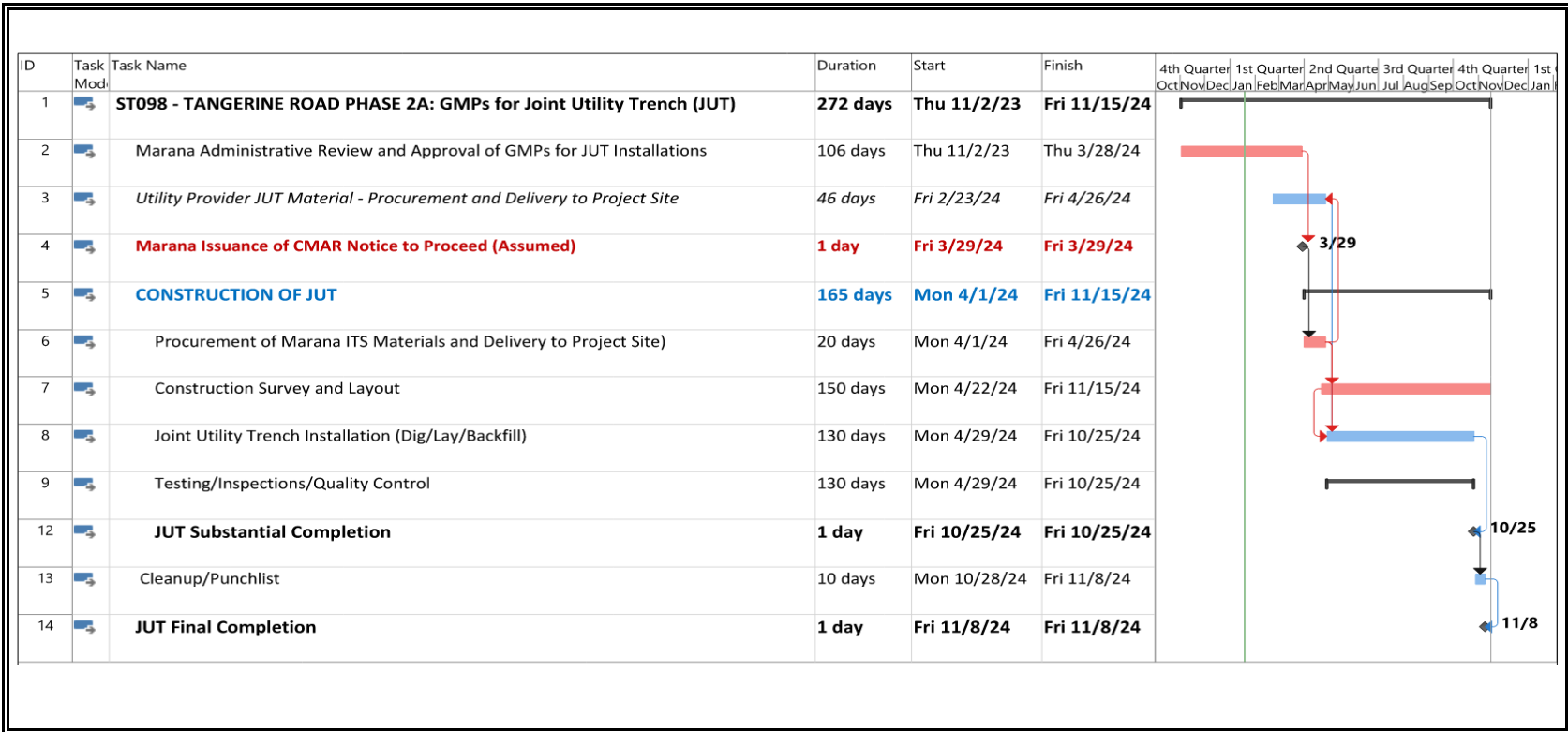
CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

ATTACHMENT #4 - ANTICIPATED CONSTRUCTION SCHEDULE

TANGERINE ROAD PHASE 2A

GMP#4 - TRICO ELEMENTS (WITHIN JOINT UTILITY TRENCH)

Updated: January 19, 2024





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

ATTACHMENT #5 - CASH-FLOW FORECAST

TANGERINE ROAD PHASE 2A

GMP#4 - TRICO ELEMENTS (WITHIN JOINT UTILITY TRENCH)

Updated: January 19, 2024

Estimated Monthly Cash-Flow Forecast* (\$,000s)												
Major Work Areas	Fiscal Year:	FY23-24 Work					FY24-25 Work					
	Work Performed:	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
	To be Invoiced:	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25
Trico Elements/JUT Installations		0	0	42	42	83	83	83	83	83	0	0
CMAR Contingency		0	0	1	1	3	3	3	3	3	0	0
Other indirect costs (GC's, fees, taxes, etc.)		0	0	14	14	28	28	28	28	28	0	0
Monthly Subtotals		0	0	57	57	114	114	114	114	114	0	0
FY Subtotals		\$227,144.51					\$454,289.02					
Project Total***		\$681,433.53										
*Estimated amounts reflect anticipated installations/work completed by months end												
**Forecast assumes NTP on/before Feb 2, 2024												
***Forecast Total does <u>NOT</u> include unencumbered Owners Contingency amount of:							\$34,035.94					



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

ATTACHMENT #6 - ANTICIPATED SUBCONTRACTOR PARTICIPATION

TANGERINE ROAD PHASE 2A

GMP#4 - TRICO ELEMENTS (WITHIN JOINT UTILITY TRENCH)

Updated: January 19, 2024

LIST OF ANTICIPATED SUBCONTRACTOR PARTICIPATION					
	Scope of Work:	Subcontractor	Selection Based on:	Anticipated Subcontractor	
				Estimated Subcontract Value (\$)	Estimated Participation (%)
1	Construction Survey and Layout	Psomas	Qualifications and Price	\$ 10,260.00	1.51%
2	Contractor Quality Control (Compaction Testing)	ConformaTECH	Qualifications and Price	\$ 7,695.00	1.13%
3	Temporary Traffic Control	TBD	Qualifications and Price	\$ 3,676.50	0.54%
4	-	-	-		0.00%
5	-	-	-		0.00%
6	-	-	-	\$ -	0.00%
7	-	-	-	\$ -	0.00%
8	Anticipated Subcontractor Total Value (M, L, E)			\$ 21,631.50	3.17%
9	Anticipated Self-Performance Total Value (M, L, E)			\$ 659,802.03	96.83%
10	GUARANTEED MAXIMUM PRICE (GMP)			\$ 681,433.53	



CONSTRUCTION MANAGER AT-RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #7 - OVERALL JUT SCHEDULE OF VALUES

TANGERINE ROAD PHASE 2A

ROM COST MODEL - JOINT UTILITY TRENCH (JUT)

Updated: January 17, 2023 (Removal of First Digital from JUT)

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1	-	I. COST OF CONSTRUCTION - LINE ITEMS				-
2	-	JOINT UTILITY TRENCH (JUT)				-
3	1060000	Contractor Quality Control (Compaction Testing)	AL	1.00	\$ 22,500.00	\$ 22,500.00
4	7010005	Temporary Traffic Control	AL	1.00	\$ 10,750.00	\$ 10,750.00
5	7320500	Joint Utility Trench (JUT) Trench Excavation And Backfill	LF	12,828.00	\$ 20.21	\$ 259,253.88
6	9250001	Construction Survey And Layout	AL	1.00	\$ 30,000.00	\$ 30,000.00
7	-	JOINT UTILITY TRENCH (JUT) SUBTOTAL				\$ 322,503.88
8	-	COMCAST ELEMENTS IN JUT				-
9	7320501	Lateral Trench Excavation And Backfill (Comcast Only)	LF	365.00	\$ 23.06	\$ 8,416.90
10	7320521	Install Conduit (Comcast Provided)	LF	24,810.00	\$ 2.36	\$ 58,551.60
11	7320531	Install Boxes (Comcast Provided) (Spec Not Yet Shown On Plans)	EA	16.00	\$ 2,104.95	\$ 33,679.20
12	-	COMCAST ELEMENTS SUBTOTAL				\$ 100,647.70
13	-	FIRST DIGITAL ELEMENTS IN JUT				-
14	7320502	Lateral Trench Excavation And Backfill (First Digital Only)	LF	108.00	\$ -	\$ -
15	7320522	Install Conduit (First Digital Provided)	LF	13,059.00	\$ -	\$ -
16	7320532	Install Boxes (First Digital Provided) (Spec Not Yet Shown On Plans)	EA	18.00	\$ -	\$ -
17	-	FIRST DIGITAL ELEMENTS SUBTOTAL				\$ -
18	-	LUMEN ELEMENTS IN JUT				-
19	7320503	Lateral Trench Excavation And Backfill (Lumen Only)	LF	719.00	\$ 41.28	\$ 29,680.32
20	7320523	Install Conduit (Lumen Provided)	LF	35,211.00	\$ 2.29	\$ 80,633.19
21	7320533	Install Boxes (Lumen Provided) (Spec Not Yet Shown On Plans)	EA	8.00	\$ 2,104.95	\$ 16,839.60
22	-	LUMEN ELEMENTS SUBTOTAL				\$ 127,153.11



CONSTRUCTION MANAGER AT-RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #7 - OVERALL JUT SCHEDULE OF VALUES

TANGERINE ROAD PHASE 2A

ROM COST MODEL - JOINT UTILITY TRENCH (JUT)

Updated: January 17, 2023 (Removal of First Digital from JUT)

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
23	-	MARANA ITS ELEMENTS IN JUT				-
24	7320505	Lateral Trench Excavation And Backfill (Marana ITS Only)	LF	104.00	\$ 66.64	\$ 6,930.56
25	7320525	Install Conduit (Marana ITS) (4") (PVC) (Schedule 40)	LF	13,791.00	\$ 9.29	\$ 128,118.39
26	7320535	Install Marana ITS Pull Boxes (ADOT #9)	EA	17.00	\$ 5,037.80	\$ 85,642.60
27	7320536	Install/Pull Marana ITS Innerducts (4)-1"	LF	55,164.00	\$ 1.18	\$ 65,093.52
28	-	MARANA ITS ELEMENTS SUBTOTAL				\$ 285,785.07
29	-	TRICO ELEMENTS IN JUT				-
30	7320504	Lateral Trench Excavation And Backfill (Trico Only)	LF	2,796.00	\$ 36.49	\$ 102,026.04
31	7320524	Install Conduit (Trico Provided)	LF	125,639.00	\$ 2.18	\$ 273,893.02
32	7320534	Install Trico Provided Tubs And Pads For Cabinets, Junction Boxes, Transformers (Spec Not Yet Shown On Plans)	EA	7.00	\$ 2,104.95	\$ 14,734.65
33	-	TRICO ELEMENTS SUBTOTAL				\$ 390,653.71
34	-	COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL				\$ 1,226,743.47
35	-	II. CMAR CONTINGENCY				-
36	299.001	UNKNOWN DETAILS/ UNFORESEEN CONDITIONS (3% OF COST OF CONSTRUCTION)	LS	1.00	\$ 36,802.30	\$ 36,802.30
37	299.100	CMAR CONTINGENCY - LINE ITEMS SUBTOTAL				\$ 36,802.30
38	-	SUBTOTAL A. (DIRECT CONSTRUCTION COSTS)				\$ 1,263,545.77



CONSTRUCTION MANAGER AT-RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #7 - OVERALL JUT SCHEDULE OF VALUES

TANGERINE ROAD PHASE 2A

ROM COST MODEL - JOINT UTILITY TRENCH (JUT)

Updated: January 17, 2023 (Removal of First Digital from JUT)

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
39	-	INDIRECT CONSTRUCTION COSTS				-
40	-	III. GENERAL CONDITIONS				-
41	300.001	Field Engineer	WK	12.00	\$ 2,838.00	\$ 34,056.00
42	300.002	Superintendent	MO	6.00	\$ 4,350.00	\$ 26,100.00
43	300.003	Small Tools/GPS	LS	1.00	\$ 3,000.00	\$ 3,000.00
44	300.004	Portable Restrooms	MO	6.00	\$ 500.00	\$ 3,000.00
45	300.005	Trash Dumpster	MO	6.00	\$ 500.00	\$ 3,000.00
46	300.006	Storage Container	MO	6.00	\$ 200.00	\$ 1,200.00
47	300.007	Temporary Staging/Material Storage Yard	LS	1.00	\$ 4,212.80	\$ 4,212.80
48	300.008	Permit Allowance (Air Quality/SWPPP/ROW/etc.)	AL	1.00	\$ 2,500.00	\$ 2,500.00
49	300.100	SUBTOTAL B. (III. GENERAL CONDITIONS)				\$ 77,068.80
50	-	SUBTOTAL C. (DIRECT COSTS + GENERAL CONDITIONS)				\$ 1,340,614.57
51	400.100	IV. CMAR OVERHEAD (8.04% of Subtotal C)	LS	1.00	\$ 107,785.41	\$ 107,785.41
52	-	SUBTOTAL D. (DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)				\$ 1,448,399.98
53	700.100	VII. CONSTRUCTION FEE (6.90% of Subtotal D)	LS	1.00	\$ 99,939.60	\$ 99,939.60
54	500.100	V.a. GENERAL LIABILITY INSURANCE (0.2876% of Subtotal D + VIII + V)	LS	1.00	\$ 4,453.02	\$ 4,453.02
55	600.100	VI. PAYMENT & PERFORMANCE BONDS	LS	1.00	\$ 13,122.64	\$ 13,122.64
56	-	SUBTOTAL E. (SUBTOTAL D + VIII + V + VI + VII)				\$ 1,565,915.24
57	800.100	VIII. TOWN OF MARANA SALES TAX (10.1% at 65% of Subtotal E)				\$ 102,802.34
58	-	ESTIMATED TOTAL CMAR COST				\$ 1,668,717.58
59	-	IX. OWNER'S CONTINGENCY				-
60	900.001	OWNER-DIRECTED CHANGES AND/OR UNFORESEEN SITE CONDITIONS (2% OF ANTICIPATED GMP AMOUNT)	LS	1.00	\$ 33,374.35	\$ 33,374.35
61	900.002	JUT Design Plans (Psomas)	LS	1.00	\$ 49,974.00	\$ 49,974.00
62	900.100	SUBTOTAL F. (OWNER'S CONTINGENCY)				\$ 83,348.35
63		ESTIMATED TOTAL ROM COST				\$ 1,752,065.93



CONSTRUCTION MANAGER AT-RISK (CMAR) - CONSTRUCTION SERVICES

ATTACHMENT #8 - UTILITY PROVIDER JUT ALLOCATION SUMMARY

TANGERINE ROAD PHASE 2A

ROM COST MODEL - JOINT UTILITY TRENCH (JUT)

Updated: January 17, 2023 (Removal of First Digital from JUT)

Utility Provider	Percentage of JUT from WU Formula <i>(Psomas - 01/17/24)</i>	Joint Trench Cost Allocation	Individual Facility Cost	Subtotal Direct Construction Cost	Percentage of Direct Cost	Subtotal Indirect Cost Allocation	Total Cost
Comcast	17.56%	\$ 58,330.63	\$ 103,667.13	\$ 161,997.76	12.82089%	\$ 62,632.61	\$ 224,630.37
First Digital	0.00%	\$ -	\$ -	\$ -	0.00000%	\$ -	\$ -
Lumen	24.06%	\$ 79,922.27	\$ 130,967.70	\$ 210,889.97	16.69033%	\$ 81,535.63	\$ 292,425.60
TOM ITS	24.18%	\$ 80,320.88	\$ 294,358.62	\$ 374,679.50	29.65302%	\$ 144,860.99	\$ 519,540.49
Trico	34.20%	\$ 113,605.22	\$ 402,373.32	\$ 515,978.54	40.83576%	\$ 199,490.93	\$ 715,469.47
TOTAL	100.00%	\$ 332,179.00	\$ 931,366.77	\$ 1,263,545.77	100.00%	\$ 488,520.16	\$ 1,752,065.93



Council-Regular Meeting

C10

Meeting Date: 03/20/2024

To: Mayor and Council

From: Libby Shelton, Deputy Town Attorney

Date: March 20, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-027: Relating to Real Estate; approving and authorizing the Town Manager to execute a License Agreement with Chasse Building Team, Inc. for use of Town-owned property located adjacent to N. Marana Main Street situated between W. Civic Center Dr. and W. Grier Rd., for a construction staging area (Libby Shelton)

Discussion:

Construction on the Marana Community and Aquatic Center (MCAC) is well underway. The Town's contractor, Chasse Building Team, Inc. (Chasse), has requested to use the Town-owned dirt lot identified as Pima County Assessor's Parcel Number (APN) 217-37-067A to the east of and immediately adjacent to N. Marana Main St. that is situated between W. Civic Center Dr. and W. Grier Rd. for a construction staging area. The construction staging area will include construction parking, a construction laydown area, and storage for trusses, joists decking, and miscellaneous steel components that would be delivered and stored for some amount of time before and during the construction operation.

The proposed license agreement will allow Chasse (the "Licensee") to use the Town's property subject to the terms and conditions of the agreement, including, but not limited to:

- Licensee shall design and construct, at its sole expense, the construction staging area according to plans approved by the Public Works Department prior to Licensee's use of the Property. The plans shall include dust control and mitigation measures.
- Licensee shall, at its sole cost and expense, install and maintain in good condition

any necessary barricades or fencing around the perimeter of the construction staging area.

- Licensee agrees to maintain the construction staging area in good condition at all times keeping it free of trash and other debris.
- Upon termination of this License Agreement, Licensee shall restore the Licensed Area to Town of Marana standards.
- If Licensee causes any damage to the Licensed Area, Licensee shall promptly make and pay for the repairs necessary to restore the Licensed Area to as close to its pre-damaged condition as reasonably possible.

Staff Recommendation:

Staff recommends approval of the license agreement with Chasse Building Team, Inc.

Suggested Motion:

I move to adopt Resolution No. 2024-027, approving and authorizing the Town Manager to execute a License Agreement with Chasse Building Team, Inc. for use of Town-owned property located adjacent to N. Marana Main Street situated between W. Civic Center Dr. and W. Grier Rd., for a construction staging area.

Attachments

Resolution No. 2024-027

Exhibit A to Resolution - License Agreement

MARANA RESOLUTION NO. 2024-027

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A LICENSE AGREEMENT WITH CHASSE BUILDING TEAM, INC. FOR USE OF TOWN-OWNED PROPERTY LOCATED ADJACENT TO N. MARANA MAIN STREET SITUATED BETWEEN W. CIVIC CENTER DR. AND W. GRIER RD., FOR A CONSTRUCTION STAGING AREA

WHEREAS the Town has begun construction on the Marana Community and Aquatics Center (MCAC) located at the intersection of Marana Main St. and Bill Gaudette Drive; and

WHEREAS the Town’s contractor, Chasse Building Team, Inc. (Chasse), desires to use a portion of the Town-owned dirt lot identified as Pima County Assessor’s Parcel Number (APN) 217-37-067A to the east of and immediately adjacent to N. Marana Main St. that is situated between W. Civic Center Dr. and W. Grier Rd for a construction staging area; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into a license agreement with Chasse for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the license agreement with Chasse Building Team, Inc. is hereby approved in substantially the form set forth in Exhibit A, attached to and incorporated within this resolution, and the Town Manager is authorized to sign it for and on behalf of the Town of Marana.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

LICENSE AGREEMENT

LICENSOR: TOWN OF MARANA
11555 W. Civic Center Dr.
Marana, AZ 85653

LICENSEE: CHASSE BUILDING TEAM, INC.
5115 N. Oracle Rd.
Tucson, AZ, 85704

LICENSED AREA: That certain real property consisting of that portion of the dirt lot identified as Pima County Assessor's Parcel Number (APN) 217-37-067A to the east of and immediately adjacent to N. Marana Main St. that is situated between W. Civic Center Dr. and W. Grier Rd., and more particularly shown in the location map attached to and incorporated in this License as Exhibit A.

In consideration of Licensee's representations and promises in this License Agreement, Licensor hereby gives Licensee permission to use the Licensed Area during the term of this License Agreement for a construction staging area, including for construction parking, a construction laydown area, and storage, subject to the following representations, terms, and conditions:

1. Licensee shall design and construct, at its sole expense, the construction staging area according to plans approved by Licensor's Public Works Department prior to Licensee's use of the Property. The plans shall include dust control and mitigation measures.
2. Licensee shall, at its sole cost and expense, install and maintain in good condition any necessary barricades or fencing around the perimeter of the construction staging area.
3. Licensee agrees to maintain the construction staging area in good condition at all times keeping it free of trash and other debris.
4. This License Agreement shall be effective when it has been executed on behalf of Licensor and Licensee and shall remain in effect unless and until it is terminated (a) by mutual written agreement of the Licensor and Licensee or (b) by and at the sole discretion of Licensor.
5. Licensor may modify or terminate this License Agreement at any time. Licensor shall give Licensee at least 60 calendar days' written notice of modification or termination, unless Licensor determines that a shorter period of notice is necessary in order to address an imminent health or safety issue.

6. Licensee shall defend, indemnify and hold harmless Licensor, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) arising out of Licensee's maintenance and use of the Licensed Area or Licensee's negligent acts or omissions in connection with this License Agreement.
7. As a condition precedent to use of the Property and to allow ongoing use of the Property, Licensee shall provide certificate(s) of insurance and endorsement(s) to Licensor evidencing the following minimum insurance coverages and limits: \$1,000,000.00 general liability per occurrence with a minimum \$2,000,000.00 general aggregate limit per occurrence. This insurance shall remain in force throughout the life of this License Agreement. Licensor shall be named as an "additional insured" under the liability insurance policy and shall be given at least 30 calendar days' written notice prior to cancellation or reduction in coverage. Licensee shall also provide certificates of insurance each time the policy is updated.
8. Upon termination of this License Agreement, Licensee shall restore the Licensed Area to Town of Marana standards. Town of Marana standards for restoration shall be reasonably determined by Licensor at the time of the notice of termination. Licensee shall pay for all restoration costs.
9. If Licensee causes any damage to the Licensed Area, Licensee shall promptly make and pay for the repairs necessary to restore the Licensed Area to as close to its pre-damaged condition as reasonably possible. At the discretion of Licensor, if repairs are not initiated and completed within a reasonable length of time, but in any event within 30 calendar days after Licensor gives written notice of damage to Licensee, Licensor may make all reasonably requested repairs and bill Licensee for all actual third party costs, plus a reasonable administrative fee not to exceed 25% of all actual third party costs. Licensee shall pay the bill within ten calendar days of receipt.
10. This Agreement shall be binding upon Licensee, its heirs, assignees and designees, and every reference to Licensee in this Agreement shall include and bind Licensee's heirs, assignees and designees.
11. Licensee shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana as they may be amended from time to time.
12. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.
13. Any notice, request, demand, consent, approval, waiver or other communication, individually and collectively referred to in this License Agreement as "notice," which may be or is required to be given by a party under this License Agreement or by law to the other party shall be in writing and shall be either personally

delivered to the party or shall be sent by: (i) registered or certified mail, postage paid by sender, return receipt requested; or (ii) overnight courier service (such as FedEx). The notice shall be deemed received upon the earlier of: (i) personal delivery; (ii) if mailed, the date of posting by the United States Post Office or overnight courier service. Notices shall be sent to the other parties at the address specified in the opening paragraph of this License Agreement. Notice of change of address shall be given promptly by written notice in any method described in the first paragraph of this Section. In the event any notice, invoice, statement, or bill is rejected, refused, returned, or otherwise not received as a result of failure of a party to give adequate notice of changed address, the notice, invoice, statement, or bill shall nevertheless be deemed received.

14. This License Agreement and Exhibit A to this License Agreement contain the entire agreement and understanding of Licensor and Licensee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this License Agreement effective as of the signature date of the last party to sign it.

LICENSEE: CHASSE BUILDING TEAM INC., an Arizona corporation By: _____ Its: _____ Date: _____	LICENSOR: TOWN OF MARANA, an Arizona municipal corporation By: _____ Terry Rozema, Town Manager Date: _____ ATTEST: _____ Town Clerk APPROVED AS TO FORM: _____ Town Attorney
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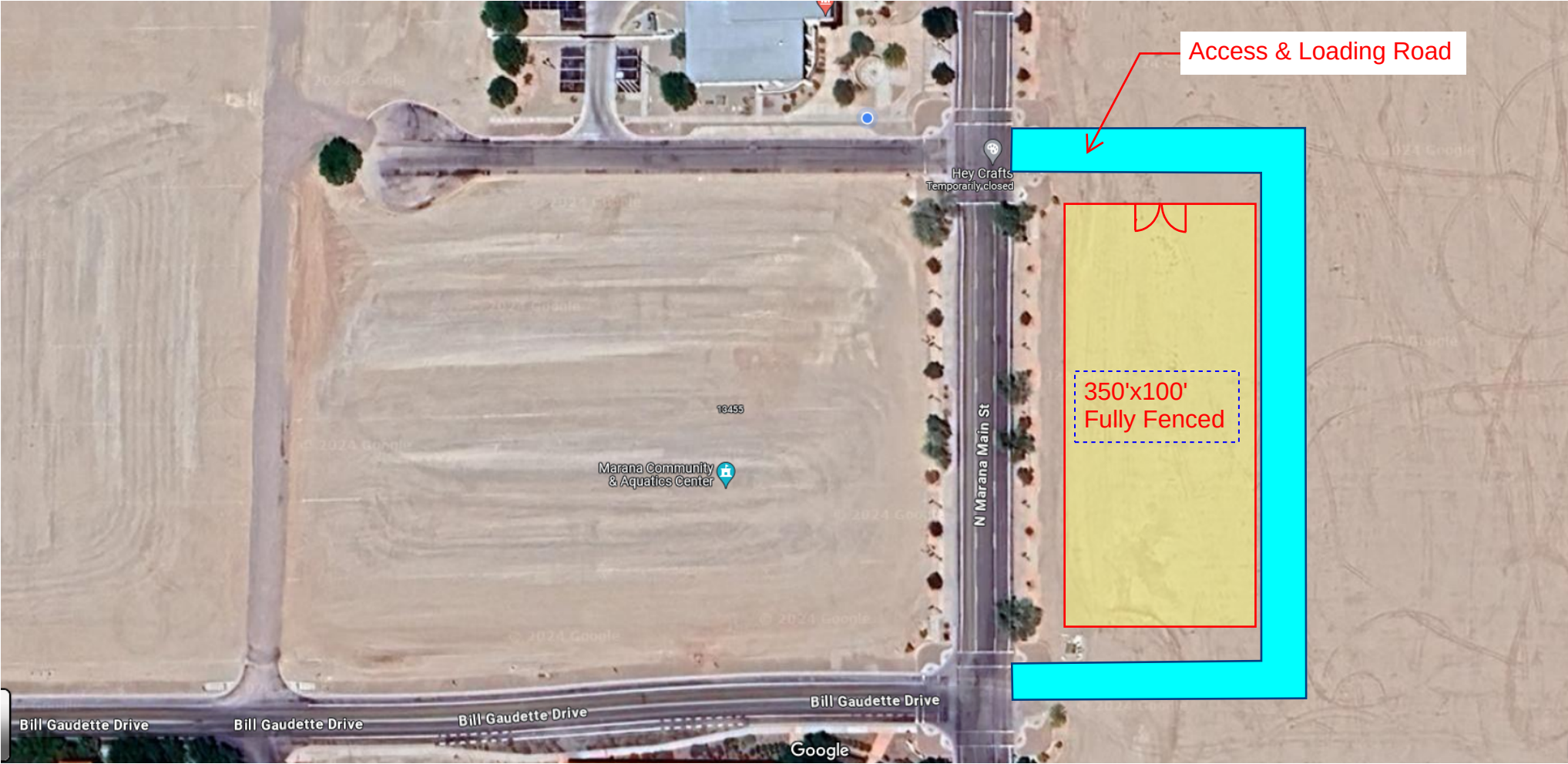
STATE OF Arizona)
County of Pima) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ of CHASSE BUILDING TEAM, INC., an Arizona corporation, on behalf of the corporation.

(Seal)

Notary Public

Exhibit A





Council-Regular Meeting

C11

Meeting Date: 03/20/2024

To: Mayor and Council

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

Date: March 20, 2024

Subject: Approval of Regular Council Meeting Summary Minutes of March 5, 2024
(David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 03/05/2024



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 5, 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. **Vice Mayor Post** was absent. **Council Member Officer** was absent until approximately 6:11 PM. 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 to approve the agenda as presented. Council Member Ziegler seconded the motion. Motion passed, 5-0.

Regular Council Meeting Summary Minutes
March 5, 2024

Page 1 of 8

CALL TO THE PUBLIC

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Comerford said there was a lot happening in the Town and complemented the Council Retreat held on February 14 – 16, 2024.

Council Member Ziegler complemented the roadway improvements on Lon Adams Road. She also complemented the Gladden Farms baseball fields ribbon cutting and celebration of the Marana Little League softball team.

Mayor Honea said he recently had lunch with Northwest Fire Chief Brad Bradley and complemented the ribbon cutting event as well. He also recently visited La Paloma Academy, where he had children read to him.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said the Town issued 129 single-family residential permits for the month of February. Last February, there were 67 total permits issued. He reminded the Council of the Town's Founder's Day signature event taking place on March 16 and provided an update on the construction of the Community Center and Aquatics Center. He said construction on the CalPortland segment of the shared use path is also now underway. He also mentioned **Marana Police Officer Jared Voigt** received the 2023 Honoring Hero's Award from Mothers Against Drunk Driving.

PRESENTATIONS

P1 Relating to Public Works; presentation, discussion, and possible direction regarding the draft Town of Marana Five-Year Capital Improvement Program for Fiscal Years 2025 through 2029 (Fausto Burruel, Jing Luo, Jim Conroy)

Public Works Director Fausto Burruel, Parks and Recreation Director Jim Conroy, and Water Director Jing Luo presented on the Town's five-year capital improvement program (CIP) for Fiscal Years 2025 through 2029. Copies of their presentation slides are

on file with the Town Clerk's Office. For detailed information, including charts, tables, maps, and images, please see the presentation slides.

Mr. Burruel introduced the Town's five-year CIP totaling \$569,117,781.00 for Transportation, Airport, Community, Parks, Water, and Water Reclamation projects. Please see the presentation slides for cost and funding breakdowns and project details. Clarifying questions were asked and answered throughout the presentations.

Under Transportation, he highlighted the following projects, including planned funding sources: the Moore Road interchange, the Cortaro Road interchange, the Tangerine Farms Road extension, the Marana Road interchange improvements, drainage improvements in North Marana, the Tangerine Road interchange improvements, the Tangerine Road Phase 2A and 2B projects, the Adonis Road Extension Phase 2 project, the Twin Peaks/Rattlesnake Pass road widening, and other transportation projects, including transportation rehabilitation projects.

Council Member Kai asked if the railroad would be contributing funds to the Cortaro Road interchange project. **Mr. Burruel** said such a contribution would likely be part of the project when it gets underway, but that no funding was currently coming from the railroad.

Council Member Ziegler asked when the Marana Road interchange improvements would be constructed. **Mr. Burruel** said the estimated start time for construction is mid-2026.

Mayor Honea asked if the railroad has signed off on adding the two extra lanes for the Tangerine Road interchange improvements project. **Mr. Burruel** said the railroad has approved the design and will be requiring the Town to add a third track and to move the railroad signal northward. He said it is now likely the improvements to the interchange will be completed before the railroad approvals and work is complete. He said that would mean the abutment lanes would be available, but unable to be utilized until the railroad improvements were finished. **Council Member Ziegler** commented that it will not be a good look for the Town to have the abutment lanes completed but not available. **Council Member Comerford** asked if the offramps would still be able to be widened, and **Mr. Burruel** said they would be. **Council Member Comerford** said she would like to see the vehicles currently lined up on that offramp and stopped on the freeway off of the freeway.

Under Community, **Mr. Burruel** highlighted the following projects: the Barnett Channel/Barnett Linear Park, the Marana Channel, the Courtroom 2 remodel, a fiber-

related project for the Marana Municipal Complex, certain HVAC projects at Town facilities, and multiple monument projects.

Council Member Ziegler asked how the Town would come up with the money for the Barnett Channel. **Deputy Town Manager Erik Montague** said the Town anticipates a shared funding arrangement with other interested parties, including the Pima County Flood Control District and the private sector. He said there were discussions also about possibly forming an improvement district to assist with funding. **Mayor Honea** asked if the Town has approached the Central Arizona Project (CAP) regarding possible funding contributions toward the project, since the CAP overshoots contribute to the flooding. **Mr. Burruel** said the Town has not. **Mayor Honea** and **Council Member Kai** recommended the Town look into this.

Under Airport, **Mr. Burruel** highlighted the following projects: the Airport drainage study, the Airport security fence, the west apron improvement project (phase 1 and 2), and the air traffic control tower.

Mr. Conroy presented on the Town's five-year Parks CIP projects and highlighted the following: the El Rio Preserve and Recreation Area Disc Golf Course and related parking lot projects, the El Rio Preserve Lake water quality project, the Honea Heights Neighborhood Park Phase 2 project, the Mandarin Community Park, the Saguaro Bloom Community Park Phases 1 and 2 projects, the Tangerine Sky Park Phase 2 splash pad and parking lot project, and the Ora Mae Harn Park Remediation Phase 1 project.

Council Member Ziegler said a lot of people like the Tangerine Sky Park and that it would be a shame if the Town did not put the splash pad in. Council Member Comerford suggested the HOA might be able to assist with funding the Tangerine Sky Park splash pad rather than have it come solely out of the Town's general fund.

Mr. Burruel summarized the projects and project costs that would involve the Town's general fund and invited Council feedback regarding prioritizing these projects. See the presentation slides for details.

Council Member Ziegler requested the list of general fund projects so she could go over it prior to providing feedback. She also said the Town should be mindful regarding possibly utilizing the Town's reserve fund.

Mr. Rozema said he would send the slide.

Dr. Luo presented on the Town's five-year Water and Water Reclamation CIP projects, including funding opportunities, and highlighted the following: the Marana Park Reservoir/Well Improvement project, the Continental Reserve/Twin Peaks Interconnect project, the Picture Rocks Interconnect project, the Northwest Recharge, Recovery, and Delivery System (NWRRDS) program, the NWRRDS partnered project, the North Marana Sewer Interceptor project, the Marana Water Reclamation Facility (MRF) Second Screw Press project, the WRF Phase 2 Expansion, and the Recharge Facility Phase 2 expansion.

Regarding the NWRRDS project, **Mayor Honea** asked if the wells at the Airport site had PFAS contamination. **Dr. Luo** said PFAS has currently not been detected at those sites. **Mayor Honea** expressed concern that if more pumping takes place there, that the water mounding resulting from the recharge basins will subside, allowing PFAS to get through and contaminate those wells. **Dr. Luo** explained that the Water Department is planning to install a PFAS treatment plant at these wells down the road for that reason.

Mayor Honea complemented the presenters on their presentations.

[During the presentations, Council Member Craig stepped out of the meeting briefly from 7:04 PM until 7:08 PM and again from 7:31 PM until 7:34 PM. Council Member Kai also briefly stepped out of the meeting from 7:22 PM until 7:25 PM.]

CONSENT AGENDA

C1 Resolution No. 2024-020: Relating to Budget; approving the transfer of \$75,000 in budgeted expenditure authority from the General Fund contingency line item to the Pima Association of Governments Fund in the fiscal year 2023-2024 budget for a Transportation Art by Youth project to be installed near the Marana Regional Airport along Avra Valley Road (Andrea De La Cruz)

C2 Approval of Marana Town Council Special Meeting/Retreat Summary Minutes of February 14 - 16, 2024 and of Marana Town Council Regular Meeting Summary Minutes of February 20, 2024 (David L. Udall)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

Regular Council Meeting Summary Minutes
March 5, 2024

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana Comprehensive Fee Schedule and other various rate and fee adjustments (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Kalaitzidis** said there were 12 proposed changes to the Town's comprehensive fee schedule and summarized several of the changes. He said other fee schedule changes would be forthcoming after these changes are implemented, and that most of them related to the new Community Center and Aquatics Center. **Mr. Kalaitzidis** and **Town Attorney Jane Fairall** answered clarifying questions during the presentation. For more detailed information, please see the presentation slides and backup materials accompanying this agenda item.

D2 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)

Planning Manager Steve Cheslak provided an update on public and private projects and development applications in the Town, as currently listed on the following website: <https://experience.arcgis.com/experience/9bcda179c412496a8be2a5af29727745/>.

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

[At some point during the presentation, Council Member Officer stepped out of the meeting, returning at 8:22 PM. Council Member Craig left the meeting at 8:23 PM.]

D3 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, including on the following bills:

- SB 1112/HB 2570 (mirror bills): Takes away cities and town's rights to regulate housing. It appears the bills do not have the support to pass at this time, but they have not died yet.

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- HB 1243: Related to groundwater sales/online exchange. The Town is supporting this bill along with another water-related bill, SB 1172. Both bills appear to still be moving forward through the legislative process.
- HB 2273: Authorizes the Department of Corrections to perform a study about utilizing the Marana prison as a short-term transition facility for inmates about to be released. It appears the bill is continuing to move forward through the legislative process.

Mr. Rozema answered clarifying questions during his update.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Council Member Comerford and Council Member Ziegler moved to adjourn the meeting. Motion passed, 5-0. Meeting adjourned at 8:31 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on March 5, 2024. I further certify that a quorum was present.

David L. Udall, Town Clerk



Council-Regular Meeting

A1

Meeting Date: 03/20/2024

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: March 20, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-028: Relating to Real Property; approving and authorizing the Mayor to execute the Right of Entry and Settlement Agreement with Mandarinina Holdings, LLC regarding the Town's use of property located in the Mandarinina development as a public parking lot (Jane Fairall)

Discussion:

In April 2021, the Town completed construction of a temporary parking lot for the Central Arizona Project (CAP) trailhead. The parking lot is located generally at the current southern terminus point of Adonis Road within the Mandarinina subdivision, where Adonis Road intersects with Mandarinina Boulevard. The intent was for the parking lot to be constructed within the right-of-way for the future Adonis Road Extension. Recently, Town staff became aware that an approximately one-acre portion of the parking lot was actually constructed on Block 3 of the Mandarinina subdivision without permission. This property is owned by Mandarinina Holdings, LLC, the developer of Mandarinina.

Town staff has negotiated the proposed Right of Entry and Settlement Agreement with Mandarinina Holdings which will grant the Town the right to go on the Mandarinina property to remove the encroaching parking lot. The agreement will also compensate Mandarinina Holdings for the use of its property for the last three years at a rate of \$22,000 per year, \$66,000 total. This rate is based on recent appraisals that the Town has commissioned in the area for the Tangerine Road project.

The Town intends to construct a new, slightly smaller, temporary parking lot for the

CAP trailhead at the same location, but located entirely within the Adonis Road Extension right-of-way.

Financial Impact:

Fiscal Year: 2024
Budgeted Y/N: Y
Amount: \$66,000

The funds for this settlement agreement will come out of the Town's uninsured loss line item which was budgeted at \$149,500. There is adequate budget capacity available to accommodate this settlement agreement.

Staff Recommendation:

Staff recommends approval of the Right of Entry and Settlement Agreement.

Suggested Motion:

I move to adopt Resolution No. 2024-028, approving and authorizing the Mayor to execute the Right of Entry and Settlement Agreement with Mandarinina Holdings, LLC regarding the Town's use of property located in the Mandarinina development as a public parking lot.

Attachments

Resolution No. 2024-028
Exhibit A to Resolution - ROE and Agreement

MARANA RESOLUTION NO. 2024-028

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE RIGHT OF ENTRY AND SETTLEMENT AGREEMENT WITH MANDARINA HOLDINGS, LLC REGARDING THE TOWN'S USE OF PROPERTY LOCATED IN THE MANDARINA DEVELOPMENT AS A PUBLIC PARKING LOT

WHEREAS in April 2021 the Town of Marana caused certain improvements to be constructed on property owned by Mandarin Holdings, LLC and used the property as a public parking lot without any right or permission to do so; and

WHEREAS Town staff has negotiated a Right of Entry and Settlement Agreement with Mandarin Holdings, LLC to grant the Town temporary access to the property to remove the improvements placed on the property, to restore the property to its prior condition, and to compensate Mandarin Holdings, LLC for the Town's use of the property; and

WHEREAS the Mayor and Council find that the terms and conditions of the Right of Entry and Settlement Agreement are in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Right of Entry and Settlement Agreement 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 March, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



RIGHT OF ENTRY AND SETTLEMENT AGREEMENT

MANDARINA HOLDINGS, LLC, an Arizona limited liability company ("Grantor"), for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby grant to the **TOWN OF MARANA, an Arizona municipal corporation**, its contractors, permittees and licensees ("Grantee"), right of entry as needed for the removal of improvements encroaching, in, over, under, across and along that certain tract of land situated in PIMA COUNTY, Arizona, ("the Property") described as follows:

SEE DEPICTION ATTACHED TO THIS INSTRUMENT AS EXHIBIT "A" AND
INCORPORATED HERE BY THIS REFERENCE

ACKNOWLEDGEMENT. Grantee acknowledges that: (a) it caused certain improvements to be constructed on the Property and used the Property as a parking lot by the public without any right or permission to do so; and (b) it does not claim any prior or present right to use, occupy or possess the Property.

PURPOSE. A purpose for this Right of Entry is to grant the Town temporary access for the time specified herein in order for Grantee to remove all improvements placed on the Property by the Town and its agents, and to restore the Property to its prior condition as described below.

TERM. This Right of Entry is granted upon full execution of this document by Grantor and Grantee and shall expire and terminate on June 1, 2024, without any further action required by Grantor or Grantee.

SETTLEMENT AND RELEASE. Grantor hereby releases all claims of whatever nature for the Town's past use of the Property from the first date of the past use through the termination date of this Right of Entry, effective upon the Town's single lump sum payment of \$66,000, which shall be paid within 30 days following execution of this Right of Entry and Settlement Agreement.

CONDITION OF THE PROPERTY. Grantee agrees to remove all improvements constructed by Grantee and its agents and to restore the Property to its condition prior to the construction of the improvements on the Property. Specifically, Grantee shall remove the following: concrete parking blocks, post and cable, signs, bollards, and parking lot surface.

COSTS AND LIABILITY. All costs associated with the Right of Entry shall be at the sole expense of the Grantee. Grantee assumes responsibility and liability for any injury or damage to the Property or to any person while using the Right of Entry, caused by or arising out of the prior unauthorized use and improvement of the Property, and also arising out of this Right of Entry. To the fullest extent allowed by law, Grantee shall indemnify, defend and hold harmless Grantor, its officers, departments, employees and agents from and against any and all such suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this Right of Entry that are attributed to, in whole or in part, the Grantee's use of the Property, or to any act or omission of the Grantee, its agents, employees, or anyone acting under its direction, control or on its behalf, whether intentional or negligent, in connection with or incident to the Right of Entry.

Grantee's responsibility shall not extend to the negligence of the Grantor, its officers, departments, employees and agents. The Grantee shall be responsible for any accident occurring on the Property during the term of this Right of Entry caused by the Grantee's negligent use of the Property or by the negligent acts or conduct of its employees, servants or agents. It is further understood and agreed that this Right of Entry is to expire and terminate upon removal of the encroaching improvements.

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

GRANTOR:

MANDARINA HOLDINGS, LLC, an Arizona limited liability company

By: KDL INVESTMENTS, LLC, an Arizona limited liability company, its sole Member

By: _____
Karl N. Huish, Manager

Date: _____

GRANTEE:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

STATE OF ARIZONA)
 ss
County of _____)

The foregoing instrument was acknowledged before me on _____ by Karl N. Huish, the Manager of KDL INVESTMENTS, LLC, an Arizona limited liability company, the sole Member of MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"), on behalf of MANDARINA HOLDINGS, LLC.

(Seal)

Notary Public

Exhibit "A"

A portion of Block 3 of the Final Plat for Mandarin, Blocks 1-7 and Parcels A, B & C, being a portion of Section 31, T11S, R12E, G&SRM, as recorded at Sequence Number 20231590262, P.C.R.

