MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 21, 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 May 21, 2024, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

Meeting Times

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

Speaking at Meetings

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

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

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

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

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

PROCLAMATIONS

PR1 Proclamation Recognizing Janice Moser (David L. Udall)

PR2 Proclamation Recognizing National Public Works Week (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

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

CONSENT AGENDA

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

C1 Resolution No. 2024-043: Relating to Administration; approving and authorizing the Finance Director to execute Amendment One to the Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry for inmate labor services (Libby Shelton)

C2 Resolution No. 2024-044: Relating to Budget; approving the transfer of up to $300,000 in budgeted expense authority from the Transportation fund (Fund #3030) Lon Adams Rd. Reconstruction Project (ST068) to increase the project budget for the Dove Mnt Bl-Moore Rd Signal, North Project (ST100) in the fiscal year 2023-2024 budget (Fausto Burruel)

C3 Resolution No. 2024-045: Relating to Development; approving the final plat for The Enclave at Twin Peaks, Lots 1 Through 70, Common Area "A" (Open Space, Drainage, Landscape, Public Utilities), Common Area "B" (Recreation Area, Open Space & Public Utilities), Common Area "C" (Open Space, Drainage & Landscape) located directly northeast of the Camino De

Mañana and Twin Peaks Road intersection, in a portion of Section 12, Township 12 South, Range 12 East (Scott S. Radden)

C4 Resolution No. 2024-046: Relating to Development; approving the Amended Final Plat for Tangerine/ I-10, Lots 4D-4H and Block "4" generally located south of Tangerine Road and west of Rillito Village Trail within Section 1, Township 12 South and Range 11 East, and Section 6, Township 12 South and Range 12 East (Scott S. Radden)

C5 Resolution No. 2024-047: Relating to Municipal Court; approving the reappointment of Dixie DeBonis as a civil traffic violation hearing officer for the Marana Municipal Court (Laine McDonald)

C6 Resolution No. 2024-048: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement Regarding 911 Funding between the City of Tucson, acting as the System Administrator for Pima County, and the Town of Marana addressing responsibilities regarding the 9-1-1 system and distribution of 9-1-1 Revolving Fund money; rescinding Resolution No. 2021-061 (Chief Jeff Pridgett)

C7 Relating to Procurement; ratifying the Town Manager's approval of a change order to the Lon Adams Rd. Reconstruction (ST068) construction contract with ISX Construction LLC in the amount of $9,272.35; authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Fausto Burruel)

C8 Resolution No. 2024-049: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with Mandarina Holdings, LLC and Mandarina South, LLC for the design of certain drainage and roadway design elements as part of the Town's Adonis Road Extension project (Jane Fairall)

C9 Resolution No. 2024-040: A resolution of the Mayor and Common Council of the Town of Marana, Arizona, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona from its Drinking Water Revolving Fund Program; delegating the determination of certain matters relating thereto to the Manager of the Town; providing for the transfer of certain moneys and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this resolution and declaring an emergency (Jing Luo)

C10 Approval of Regular Council Meeting Summary Minutes of May 7, 2024 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2024.012: Relating to Development; approving a rezoning of approximately 19.6 acres of land generally located approximately one-half mile west of the intersection of West Grier Road and North Wentz Road from Zone A (Small Lot Zone) To NC (Neighborhood Commercial); and approving a minor amendment to the General Plan amending the land use category from Traditional Neighborhood (TN) to Commercial (C) (Scott S. Radden)

A2 Ordinance No. 2024.013: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (Yiannis Kalaitzidis)

Resolution No. 2024-050: Relating to Finance; declaring as a public record filed with the Town Clerk the amendments to the Town of Marana Comprehensive Fee Schedule adopted by Ordinance No. 2024.013 (Yiannis Kalaitzidis)

A3 PUBLIC HEARING: Resolution No. 2024-051: Relating to Budget; adopting the fiscal year 2024-2025 tentative budget (Yiannis Kalaitzidis)

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 Public Art; presentation, discussion and selection of public art design concept for fabrication and installation along Avra Valley Road near the Marana Regional Airport for the 2024 Transportation Art by Youth (TABY) project (Andrea De La Cruz)

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 **PR1**

Meeting Date: 05/21/2024

Submitted For: Debbie Thompson, Deputy Town Clerk

Date: May 21, 2024

Subject: Proclamation Recognizing Janice Moser (David L. Udall)

Attachments

Proclamation

MARANA AZ
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PROCLAMATION
Recognizing Janice Moser

WHEREAS, Janice Moser, Senior Crime Analyst, served the Tucson Police Department for 34 years, initially joining TPD as a civilian staff member in various full and part-time positions while balancing the responsibilities of raising children; and

WHEREAS, in 1991 and while still at TPD, Janice was promoted to the role of Criminal Intelligence Analyst; and

WHEREAS, Janice received several awards and accolades while working at TPD, including the Civilian of the Year in 1990, a Commendation award in 1996, Public Service of Excellence Award in 2002, and the Medal of Service Recognition in 2003; and

WHEREAS, Janice joined the Marana Police Department on September 17, 2007; and

WHEREAS, Janice pioneered the role of Crime Analyst at MPD by establishing foundational protocols and methodologies. She developed and implemented a comprehensive standard of quality in analytical work through collaboration with departmental stakeholders to tailor the work to the unique needs and objectives of MPD; and

WHEREAS, Janice collaborated closely with departmental leadership to identify emerging trends and prioritized proactive measures for crime prevention and community safety in bi-weekly Strategic Tactical Operational Planning sessions; and

WHEREAS, Janice delivered actionable intelligence to inform decision-making processes and optimize resource allocation and operational effectiveness for all levels of the Department; and

WHEREAS, while at MPD, Janice was awarded the Medal of Merit in 2013 and the Civilian of the Year in 2021; and

WHEREAS, Janice is retiring on May 31, 2024, and is eagerly looking forward to the journey of continual learning as she embraces the art of retired living. She eagerly anticipates embarking on travel adventures, nurturing gardens, prioritizing relaxation, and delving into the exploration of new hobbies and interests.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby recognize and commend Senior Crime Analyst Janice Moser for her many years of service and for the profound impact she has had on the Town, and I invite the citizens of Marana to join me in congratulating her on her retirement.

Dated this 21st day of May, 2024.

ATTEST:

David L. Udall, Town Clerk

Ed Honea, Mayor

Council-Regular Meeting **PR2**

Meeting Date: 05/21/2024

Submitted For: Debbie Thompson, Deputy Town Clerk

Date: May 21, 2024

Subject: Proclamation Recognizing National Public Works Week (David L. Udall)

Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Recognizing National Public Works Week

WHEREAS, public works provides services in our community that are an integral part of the lives of our citizens; and

WHEREAS, state and local governments are responsible for designing, constructing, reconstructing, operating, and maintaining transportation systems, water and wastewater systems, public parks, public buildings, and other structures and facilities essential to serving their citizens; and

WHEREAS, the health, safety, and comfort of this community greatly depends on public works facilities and services; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the understanding of informed citizens regarding the important work they perform; and

WHEREAS, the year 2024 marks the 64th Annual National Public Works Week. The theme for this week is "Advancing Quality of Life for All" which shines a spotlight on the way public works professionals advance our quality of life ; and

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby proclaim May 19 – 25, 2024 as National Public Works Week and call upon all citizens and civic organizations to acquaint themselves with the issues involved in supporting public works and to recognize the contributions that public works personnel make to provide the infrastructure required to sustain the comfort , health, safety, and well-being of our community.

Dated this 22nd day of May, 2024.

ATTEST:

David L. Udall, Town Clerk

Ed Honea, Mayor

MARANA AZ

Council-Regular Meeting **P1**

Meeting Date: 05/21/2024

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: May 21, 2024

Strategic Plan Focus Area:
Not Applicable

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

Discussion:

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

Revenue

Overall, revenues are within or above expectations for all funds at this time of the year when considering cyclical trends.

- Revenues for the General Fund are better than expected due to consistently better than anticipated sales taxes in most categories. Higher than anticipated development revenues and investment income have also contributed significantly.
- HURF fund revenues are just above expectations due to 3rd party contributions. Activity related to vehicle related tax categories is below expectations at this time of the year while investment returns are above expectations.
- Transportation fund revenues are above expectations due to higher than anticipated residential and commercial activity.
- Bed Tax fund revenues are slightly above expectations due to resilient pricing rates which have resulted in higher than anticipated revenues in the hospitality

industry.

- Half Cent Sales Tax fund revenues which are being used for the multi-generational community and aquatics center continue to average above $600,000 per month since the fund's inception.
- Charges for services revenues in the enterprise funds are within or above expectations for this time of year.

Expenditures

Expenditures in all funds are at or below expectations through the third quarter of the fiscal year. This is partly due to the timing of one-time projects and programs, some of which are multi-year in nature including the Tangerine Road widening east of I-10 and the multigenerational community and aquatics center. The Water and Water Reclamation funds are within expectations and in line with prior year activity when excluding prior year emergency repairs and transfers out of the fund which are recorded at the end of the fiscal year and mainly pay for capital projects funded from user rates. The Water Reclamation fund expenditures include transfers in excess of $14 million, shown as expenditures, related to the recent refinancing of water reclamation related debt.

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

Staff Recommendation:

Presentation of third quarter financial results only.

Suggested Motion:

Presentation of third quarter financial results only.

Attachments

FY2023-2024 Third Quarter Financial Update

Financial Brief: Third Quarter

Fiscal Year

2023 – 2024

Prepared by: Finance Department

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FISCAL YEAR 2023 - 2024 THIRD QUARTER FINANCIAL BRIEF

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

The table below shows an overview for each fund.

	REVENUES			EXPENDITURES			OVER/UNDER
Fund	FY 2024 Budget	Actual	% Budget	FY 2024 Budget	Actual	% Budget	YTD Over/Under
GENERAL FUND	69,792,496	68,891,158	99%	75,085,291	42,863,679	57%	26,027,479
HURF	5,079,784	4,032,251	79%	6,765,028	2,759,508	41%	1,272,743
TRANSPORTATION FUND	4,300,000	12,150,616	283%	29,654,333	2,026,511	7%	10,124,105
BED TAX FUND	1,450,000	1,169,453	81%	1,950,000	998,807	51%	170,646
1/2 CENT SALES TAX	59,561,367	57,459,023	96%	63,170,697	14,002,734	22%	43,456,289
WATER FUND	10,686,919	7,427,977	70%	13,478,206	6,719,820	50%	708,157
WATER RECLAMATION FUND	4,047,125	2,890,212	71%	5,678,587	16,300,471	287%	-13,410,259
AIRPORT FUND	647,162	188,730	29%	647,162	357,386	55%	-168,656

Click HERE for a User Guide and FAQ about this report

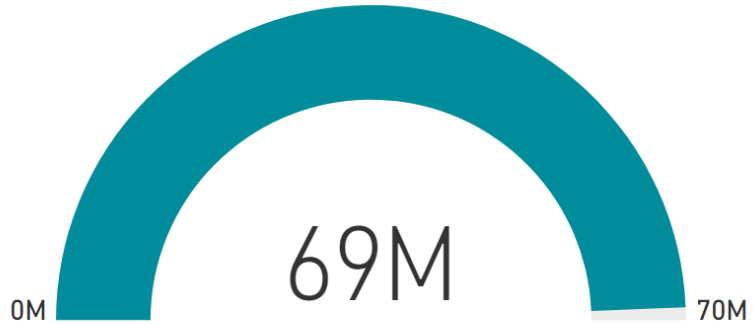
FY 2023-2024 THIRD QUARTER: GENERAL FUND

REVENUES

Select Revenue or Expense

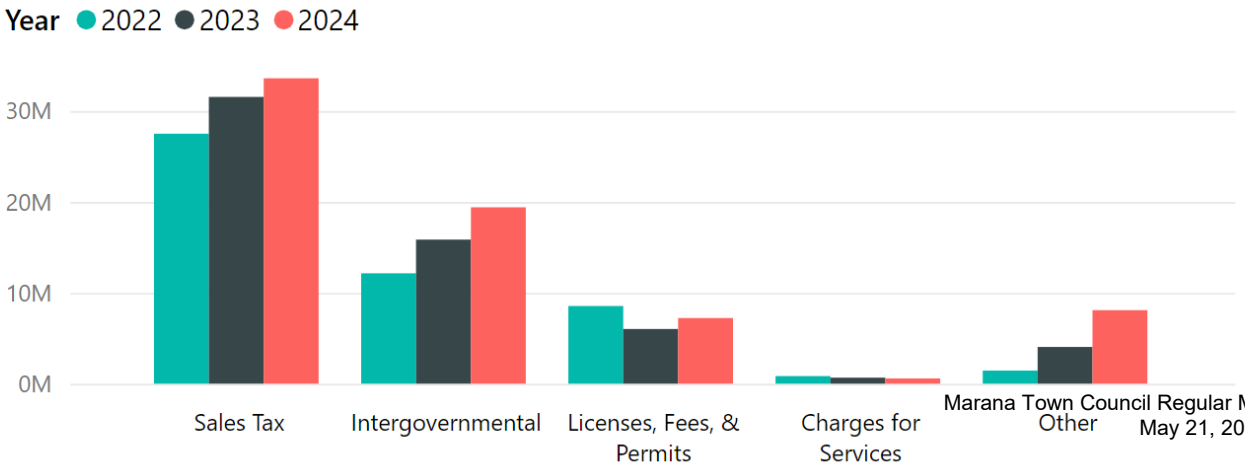
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	35,123,831	33,602,422	96%
Intergovernmental	25,945,620	19,403,351	75%
Licenses, Fees, & Permits	4,617,500	7,221,581	156%
Charges for Services	829,000	576,381	70%
Other	3,276,545	8,087,423	247%
Total	**69,792,496**	**68,891,158**	**99%**



General Fund Relevant Information

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



Category	2022	2023	2024
Sales Tax	27,501,291	31,549,616	33,602,422
Intergovernmental	12,143,321	15,852,324	19,403,351
Licenses, Fees, & Permits	8,543,049	6,016,274	7,221,581
Charges for Services	833,876	661,050	576,381
Other	1,437,500	4,039,753	8,087,423
Total	**50,459,035**	**58,119,019**	**68,891,158**

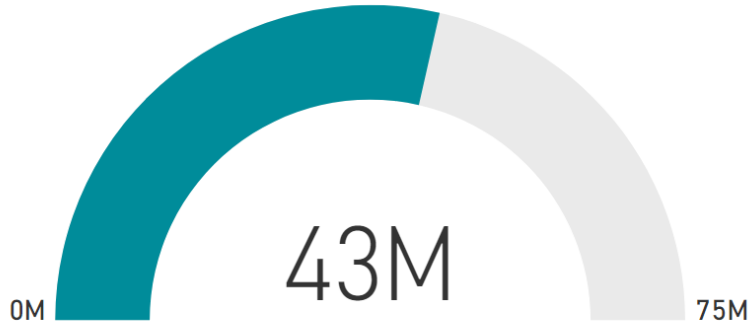
FY 2023-2024 THIRD QUARTER: GENERAL FUND

EXPENSES

Select Revenue or Expense

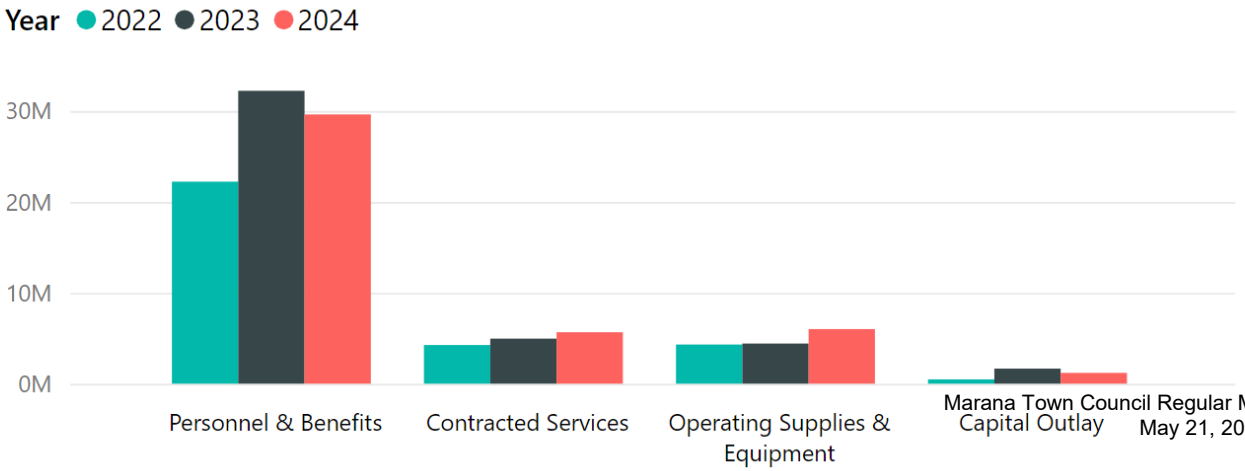
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	44,131,900	29,622,780	67%
Contracted Services	10,286,426	5,658,930	55%
Operating Supplies & Equipment	9,053,382	6,005,397	66%
Capital Outlay	6,706,962	1,187,025	18%
Debt Service	0		
Total	**75,085,291**	**42,863,679**	**57%**



General Fund Relevant Information

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



Category	2022	2023	2024
Personnel & Benefits	22,227,300	32,222,831	29,622,780
Contracted Services	4,252,459	4,955,147	5,658,930
Operating Supplies & Equipment	4,305,851	4,414,673	6,005,397
Capital Outlay	473,963	1,657,367	1,187,025
Other Financing Uses	623,022	314,393	389,547
Total	**31,882,595**	**43,564,411**	**42,863,679**

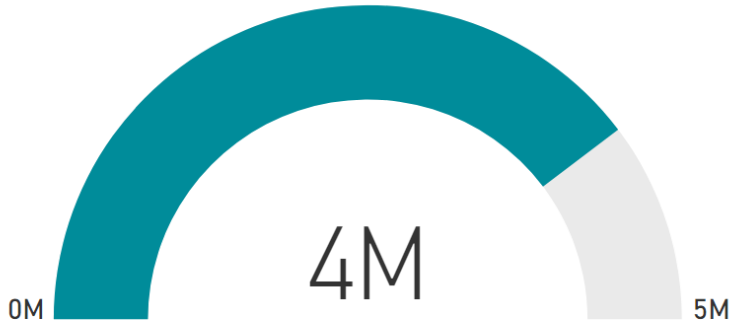
FY 2023-2024 THIRD QUARTER: HURF

REVENUES

Select Revenue or Expense

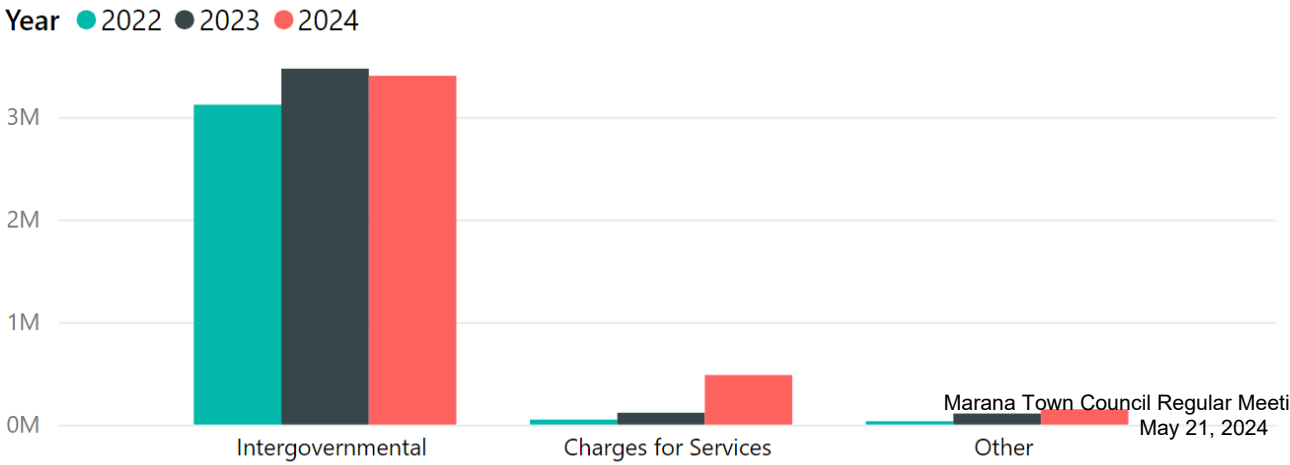
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Intergovernmental	4,969,784	3,400,992	68%
Charges for Services	0	482,883	0%
Other	110,000	148,375	135%
Total	**5,079,784**	**4,032,251**	**79%**



HURF Relevant Information

The Highway User Revenue Fund or HURF is set by the collection of fees and taxes from users of the State's roads and highways which the State collects. Cities and towns receive a percentage of revenues based on population estimates and gasoline sales within each county. Third quarter HURF revenue collections are below budgeted expectations. Charges for services are payments in lieu of fees collected from third parties to be expended for the preservation of roads. Other revenue is comprised of investment income and reflects the current environment of higher interest rates.



Category	2022	2023	2024
Intergovernmental	3,118,228	3,470,002	3,400,992
Charges for Services	48,098	115,029	482,883
Other	32,095	107,097	148,375
Total	**3,198,421**	**3,692,128**	**4,032,251**

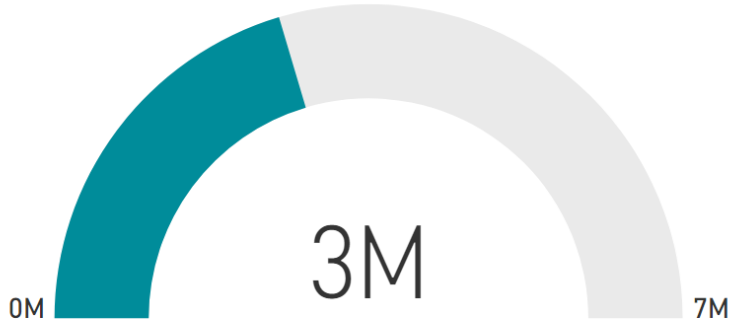
FY 2023-2024 THIRD QUARTER: HURF

EXPENSES

Select Revenue or Expense

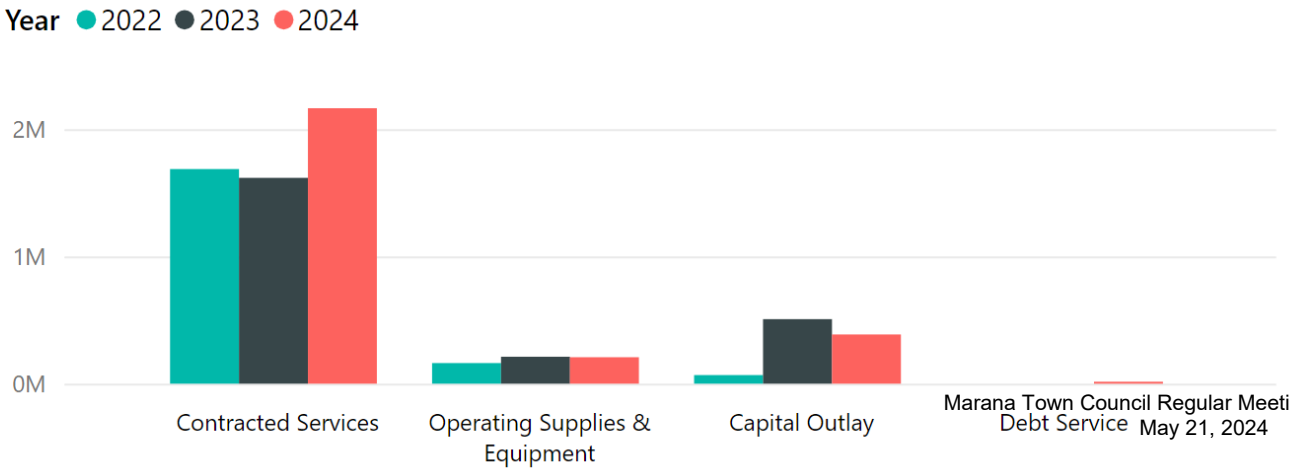
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Contracted Services	5,414,934	2,164,922	40%
Operating Supplies & Equipment	298,050	207,828	70%
Capital Outlay	851,992	386,724	45%
Debt Service	0	34	0%
Other Financing Uses	200,052		
Total	**6,765,028**	**2,759,508**	**41%**



HURF Relevant Information

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



Category	2022	2023	2024
Contracted Services	1,686,651	1,617,530	2,164,922
Operating Supplies & Equipm...	161,879	211,696	207,828
Capital Outlay	67,567	507,104	386,724
Debt Service			34
Total	**1,916,097**	**2,336,329**	**2,759,508**

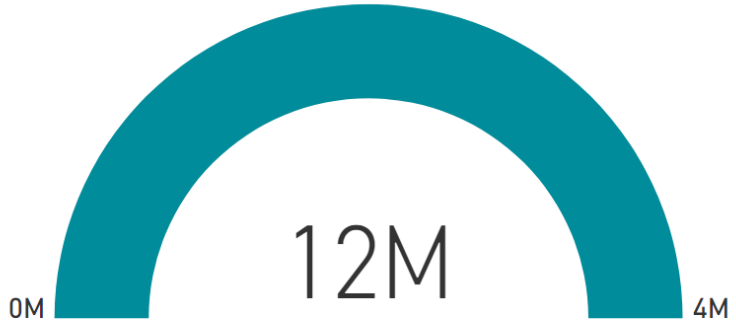
FY 2023-2024 THIRD QUARTER: TRANSPORTATION FUND

REVENUES

Select Revenue or Expense

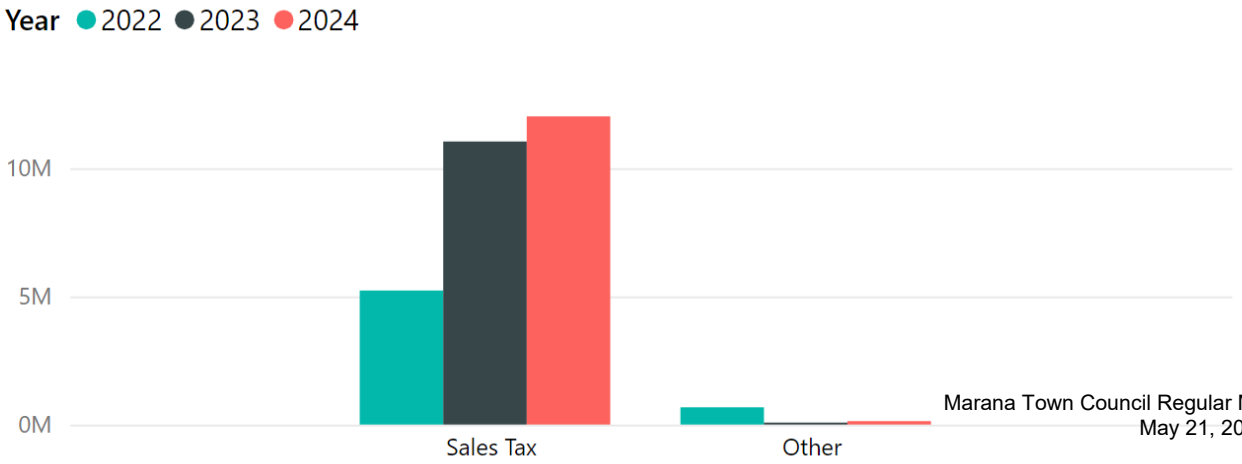
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	4,150,000	12,018,252	290%
Other	150,000	132,364	88%
Total	**4,300,000**	**12,150,616**	**283%**



Transportation Fund Relevant Information

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



Category	2022	2023	2024
Sales Tax	5,226,271	11,038,749	12,018,252
Other	670,688	75,308	132,364
Total	**5,896,959**	**11,114,058**	**12,150,616**

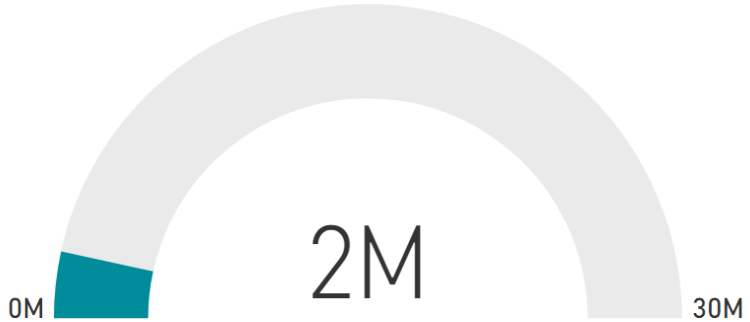
FY 2023-2024 THIRD QUARTER: TRANSPORTATION FUND

EXPENSES

Select Revenue or Expense

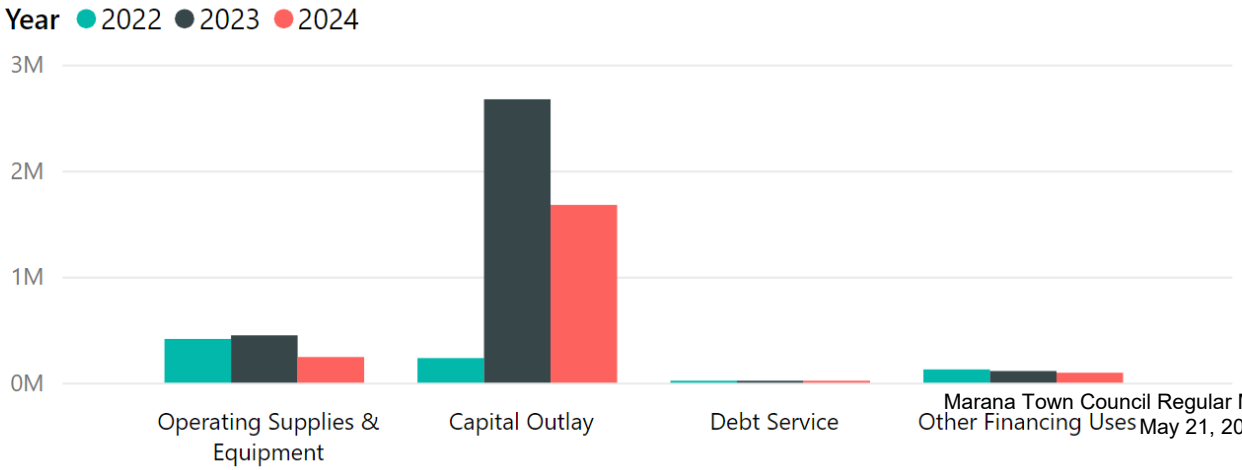
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Operating Supplies & Equipment	650,000	241,983	37%
Capital Outlay	26,831,326	1,676,434	6%
Debt Service	10,000	14,204	142%
Other Financing Uses	2,163,007	93,890	4%
Total	**29,654,333**	**2,026,511**	**7%**



Transportation Fund Relevant Information

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



Category	2022	2023	2024
Operating Supplies & Equipm...	412,653	446,610	241,983
Capital Outlay	231,896	2,672,603	1,676,434
Debt Service	14,059	13,994	14,204
Other Financing Uses	125,078	109,872	93,890
Total	**783,685**	**3,243,079**	**2,026,511**

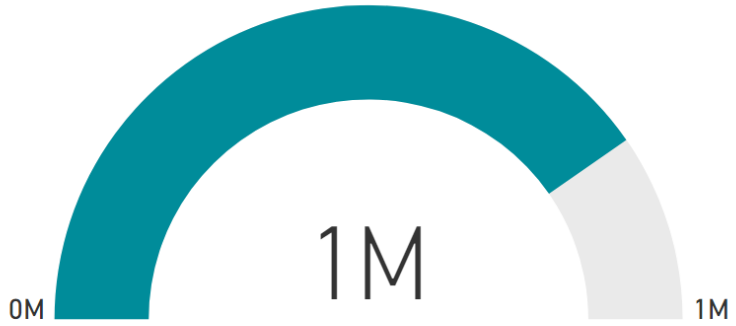
FY 2023-2024 THIRD QUARTER: BED TAX FUND

REVENUES

Select Revenue or Expense

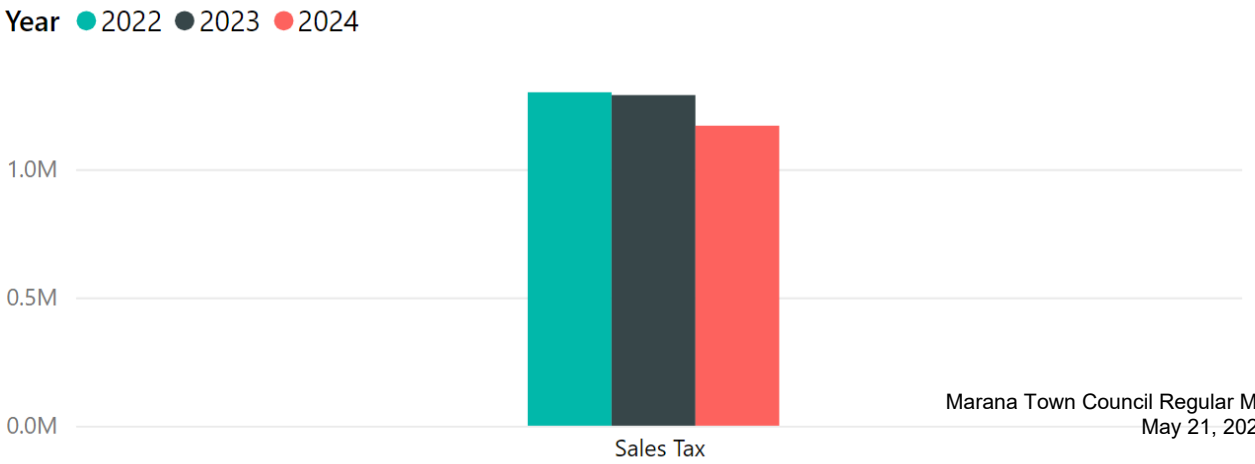
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	1,450,000	1,169,453	81%
Total	**1,450,000**	**1,169,453**	**81%**



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Third quarter revenue collections for FY2024 are a little lower than last year due to slightly lower occupancy and average room rates. However, total revenues still project to exceed the FY2024 budgeted amount. Overall, hotel revenues are proving to be resilient with room pricing rates remaining significantly above pre-pandemic levels while overall demand has fully recovered to normal prior year cycles.



Category	2022	2023	2024
Sales Tax	1,299,650	1,288,736	1,169,453
Total	**1,299,650**	**1,288,736**	**1,169,453**

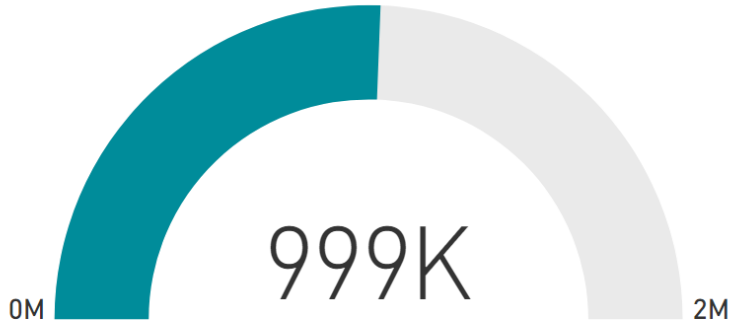
FY 2023-2024 THIRD QUARTER: BED TAX FUND

EXPENSES

Select Revenue or Expense

- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	161,953	112,814	70%
Contracted Services	1,079,056	885,474	82%
Operating Supplies & Equipment	178,403	519	0%
Other Financing Uses	530,588		
Total	**1,950,000**	**998,807**	**51%**



Bed Tax Fund Relevant Information

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

Category	2022	2023	2024
Personnel & Benefits	101,250	37,590	112,814
Contracted Services	735,544	796,855	885,474
Operating Supplies & Equipment	445	1,017	519
Total	**837,239**	**835,462**	**998,807**

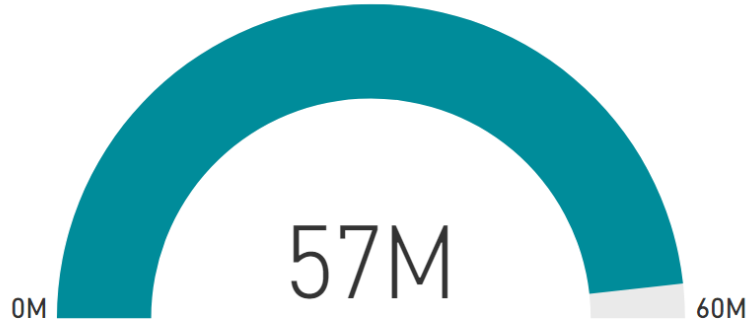
FY 2023-2024 THIRD QUARTER: HALF CENT SALES TAX FUND

REVENUES

Select Revenue or Expense

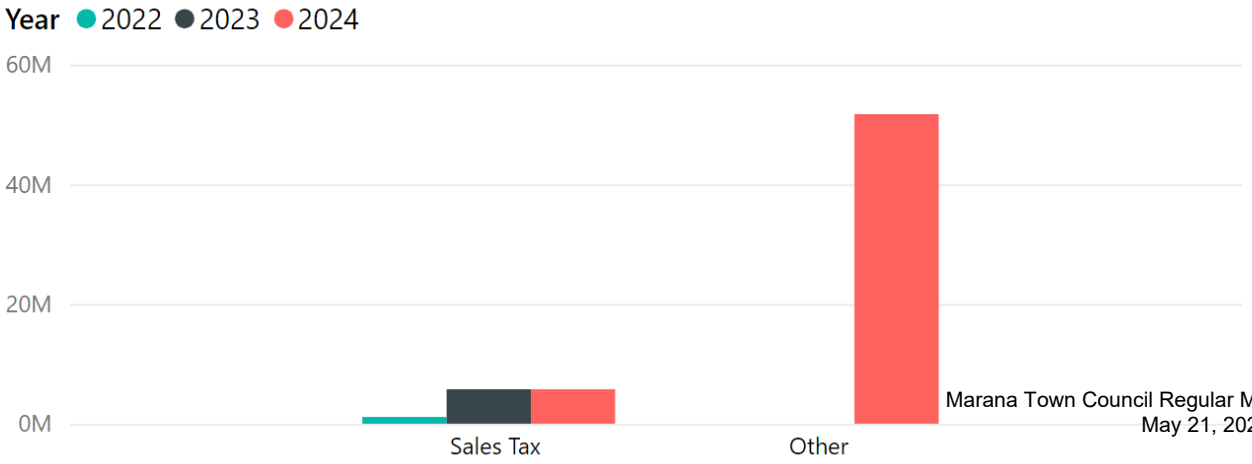
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	6,561,367	5,745,889	88%
Other	53,000,000	51,713,133	98%
Total	**59,561,367**	**57,459,023**	**96%**



1/2 Cent Sales Tax Fund Relevant Information

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



Category	2022	2023	2024
Sales Tax	1,121,918	5,752,550	5,745,889
Other			51,713,133
Total	**1,121,918**	**5,752,550**	**57,459,023**

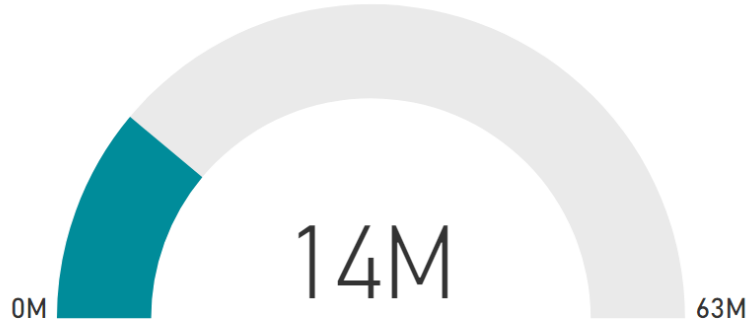
FY 2023-2024 THIRD QUARTER: HALF CENT SALES TAX FUND

EXPENSES

Select Revenue or Expense

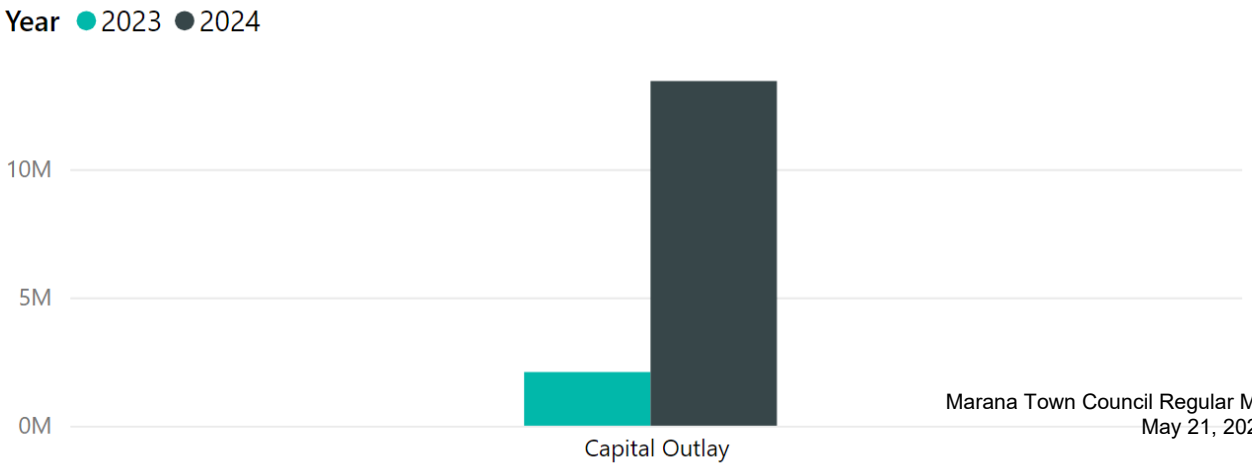
- EXPENSES
- REVENUES

Category	FY 2024 Budget	Actual	% Budget
Capital Outlay	60,572,026	13,434,680	22%
Debt Service	2,500,000	568,053	23%
Total	**63,072,026**	**14,002,734**	**22%**



1/2 Cent Sales Tax Fund Relevant Information

The FY2024 budget is associated with the design and construction and equipping of a new multi-generational recreation facility. Construction of the facility began in the second quarter of FY2024. Moving forward additional facility construction costs will be shown here. Debt Service expense is related to the issuance of debt being used to pay for the construction of the facility.



Category	2023	2024
Capital Outlay	2,090,911	13,434,680
Debt Service		568,053
Total	**2,090,911**	**14,002,734**

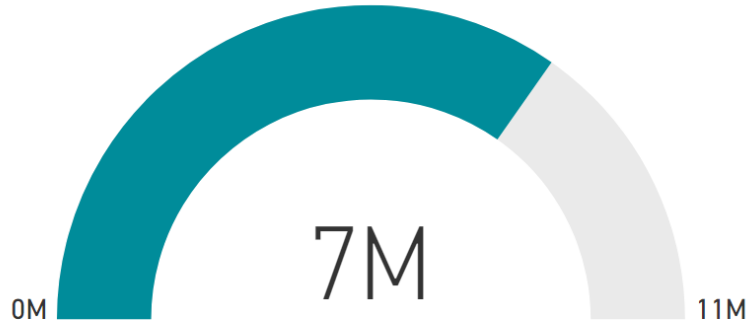
FY 2023-2024 THIRD QUARTER: WATER OPERATING FUND

REVENUES

Select Revenue or Expense

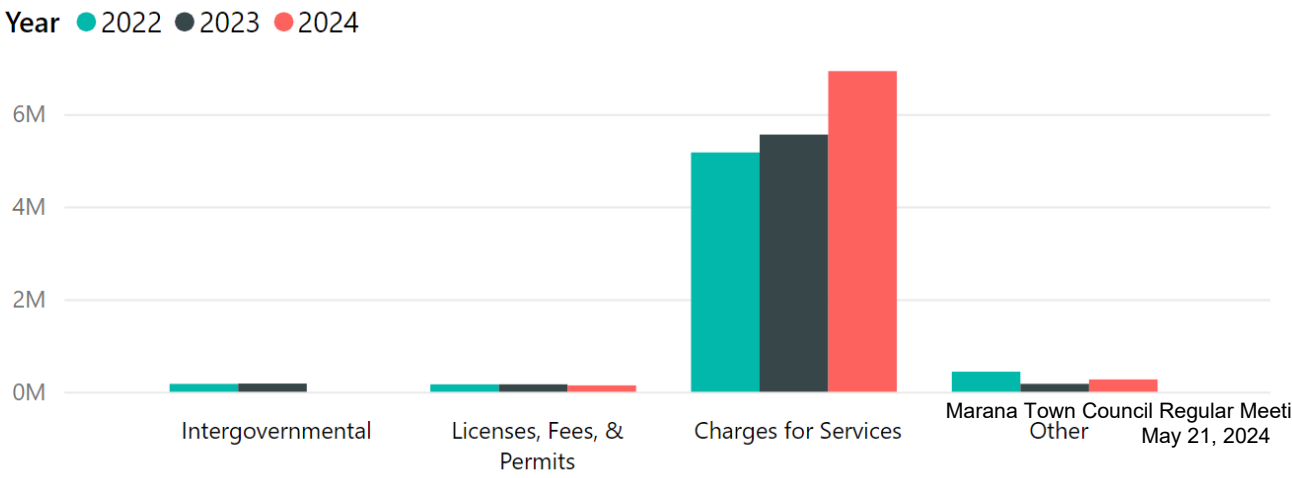
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Intergovernmental	328,000		
Licenses, Fees, & Permits	130,000	137,538	106%
Charges for Services	8,622,500	6,988,627	81%
Other	1,606,419	301,812	19%
Total	**10,686,919**	**7,427,977**	**70%**



Water Fund Relevant Information

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



Category	2022	2023	2024
Intergovernmental	169,451	176,897	
Licenses, Fees, & Permits	160,209	160,235	137,538
Charges for Services	5,220,222	5,599,968	6,988,627
Other	461,513	206,403	301,812
Total	**6,011,396**	**6,143,504**	**7,427,977**

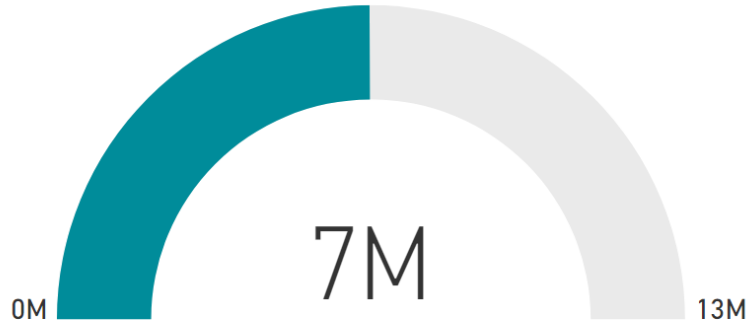
FY 2023-2024 THIRD QUARTER: WATER OPERATING FUND

EXPENSES

Select Revenue or Expense

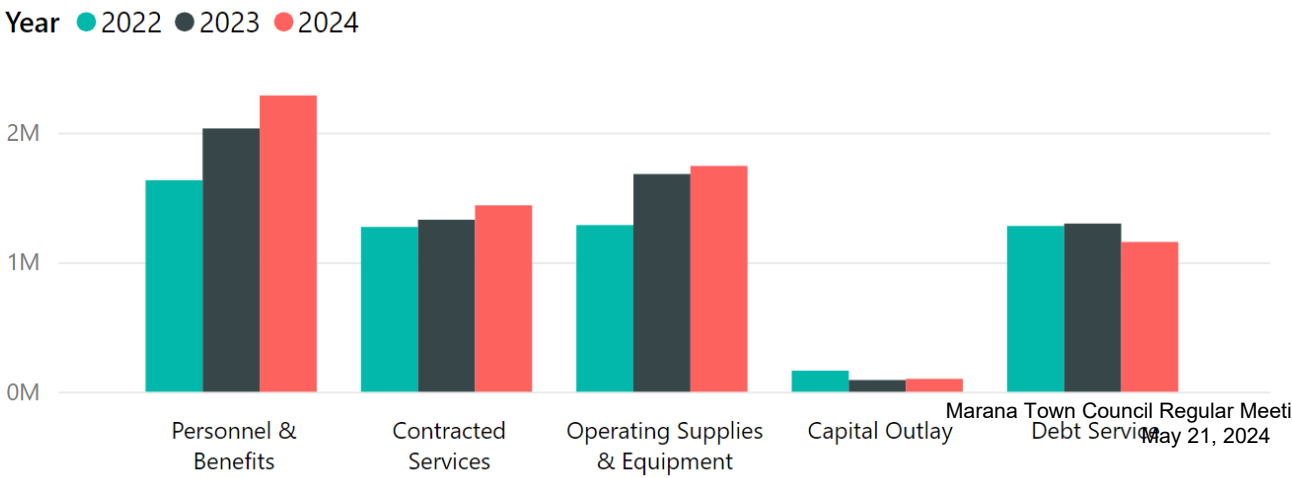
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	3,544,061	2,285,499	64%
Contracted Services	2,628,534	1,438,053	55%
Operating Supplies & Equipment	2,457,813	1,741,297	71%
Capital Outlay	322,000	99,599	31%
Debt Service	1,372,213	1,155,378	84%
Other Financing Uses	3,153,585		
Total	**13,478,206**	**6,719,826**	**50%**



Water Fund Relevant Information

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



Category	2022	2023	2024
Personnel & Benefits	1,631,566	2,031,011	2,285,499
Contracted Services	1,271,336	1,326,628	1,438,053
Operating Supplies & Equipm...	1,285,688	1,679,328	1,741,297
Capital Outlay	162,873	90,339	99,599
Debt Service	1,278,961	1,297,402	1,155,378
Total	**5,630,424**	**6,424,708**	**6,719,826**

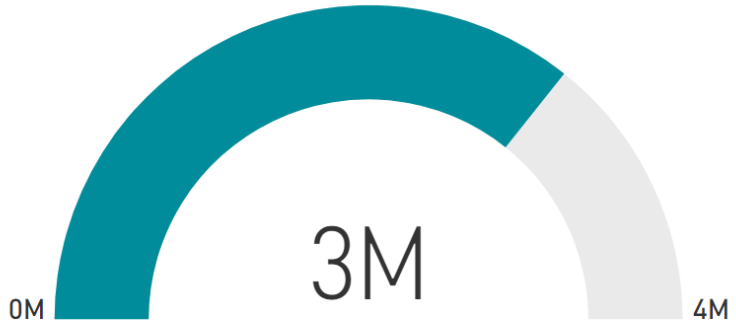
FY 2023-2024 THIRD QUARTER: WATER RECLAMATION OPERATING FUND

REVENUES

Select Revenue or Expense

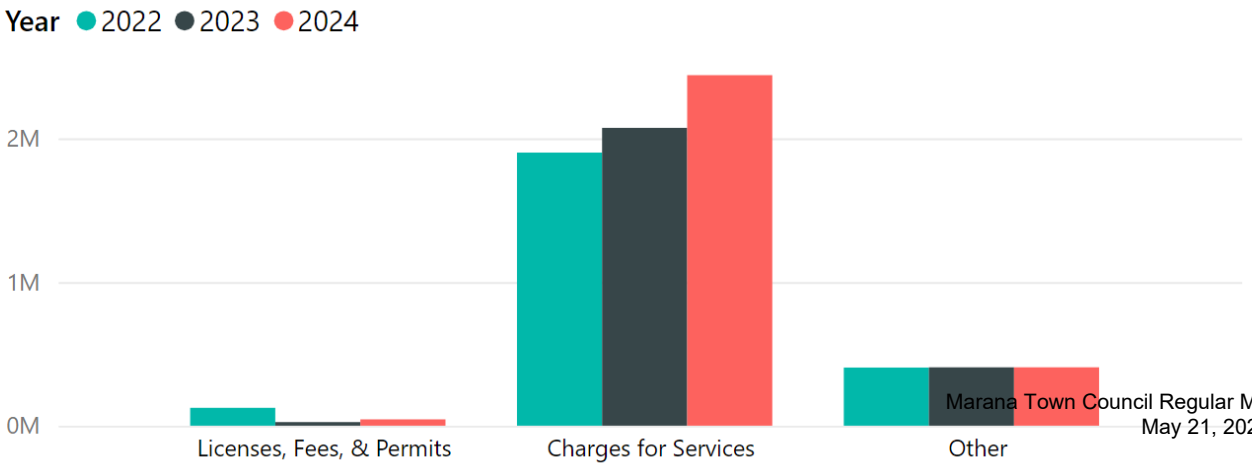
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Licenses, Fees, & Permits	130,000	43,928	34%
Charges for Services	3,070,105	2,439,945	79%
Other	847,020	406,339	48%
Total	**4,047,125**	**2,890,212**	**71%**



Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customers can be found at - http://www.maranaaz.gov/water-rates-and-fees. Charges for Services (sewer rates) comprise the majority of the revenue for the fund. Overall, preliminary FY2024 third quarter revenue collections meet expectations. The majority of Other planned revenue is related to budgeted transfers between funds for debt service payments.



Category	2022	2023	2024
Licenses, Fees, & Permits	124,216	24,999	43,928
Charges for Services	1,900,937	2,073,163	2,439,945
Other	416,738	406,188	406,339
Total	**2,441,892**	**2,504,350**	**2,890,212**

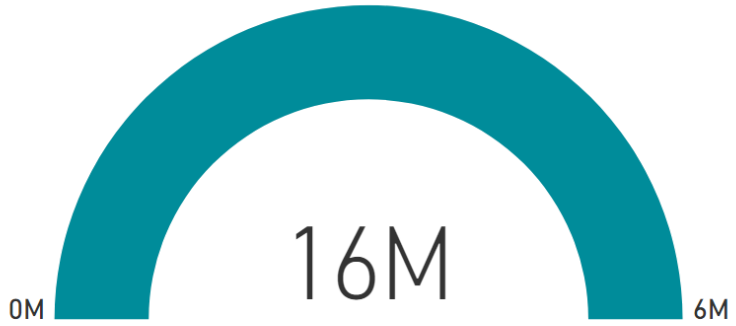
FY 2023-2024 THIRD QUARTER: WATER RECLAMATION OPERATING FUND

EXPENSES

Select Revenue or Expense

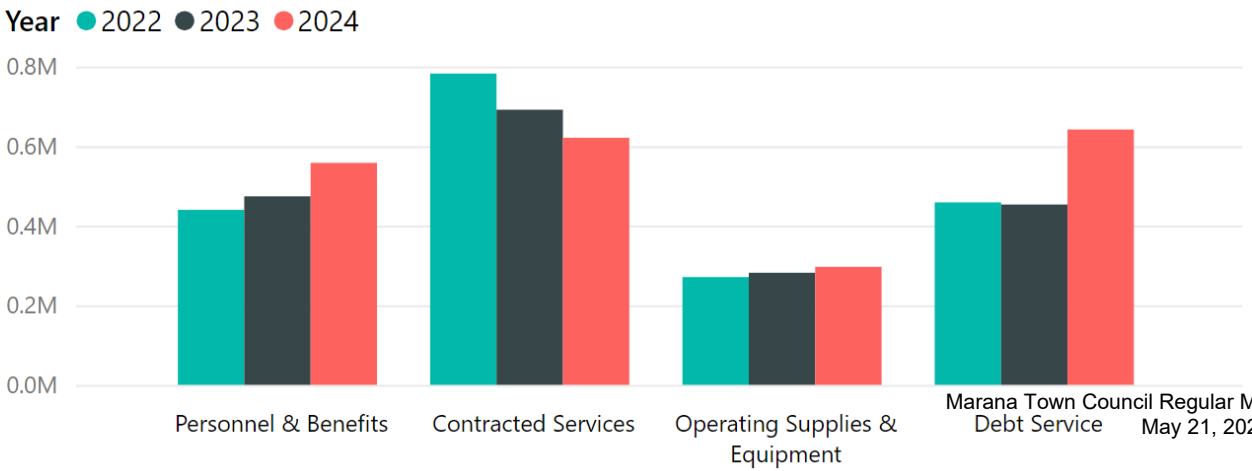
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	780,944	557,850	71%
Contracted Services	1,380,075	619,054	45%
Operating Supplies & Equipment	438,012	296,637	68%
Debt Service	866,981	641,781	74%
Other Financing Uses	2,137,575	14,185,150	664%
Total	**5,603,587**	**16,300,471**	**291%**



Water Reclamation Fund Relevant Information

Overall, third quarter expenses for the Water Reclamation Operating Fund are within or below expectations at this time of year. Debt Service is related to annual WIFA loan payments. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is related to refunding $14.1 million of existing debt which, in the past, was being reporting in governmental funds.



Category	2022	2023	2024
Personnel & Benefits	439,820	473,789	557,850
Contracted Services	782,330	691,447	619,054
Operating Supplies & Equipm...	270,839	281,582	296,637
Debt Service	458,588	453,199	641,781
Other Financing Uses			14,185,150
Total	**1,951,577**	**1,900,018**	**16,300,471**

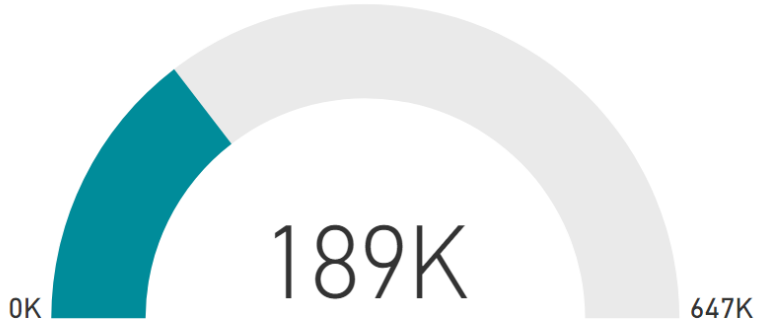
FY 2023-2024 THIRD QUARTER: AIRPORT OPERATING FUND

REVENUES

Select Revenue or Expense

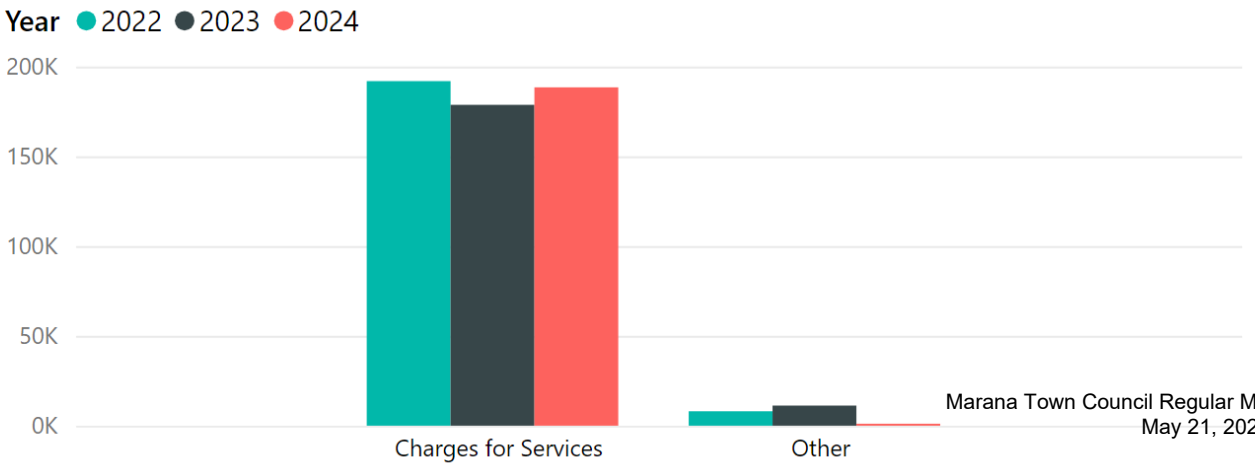
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Charges for Services	347,672	188,415	54%
Other	299,490	315	0%
Total	**647,162**	**188,730**	**29%**



Airport Fund Relevant Information

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



Category	2022	2023	2024
Charges for Services	191,878	178,676	188,415
Other	8,020	11,191	315
Total	**199,898**	**189,867**	**188,730**

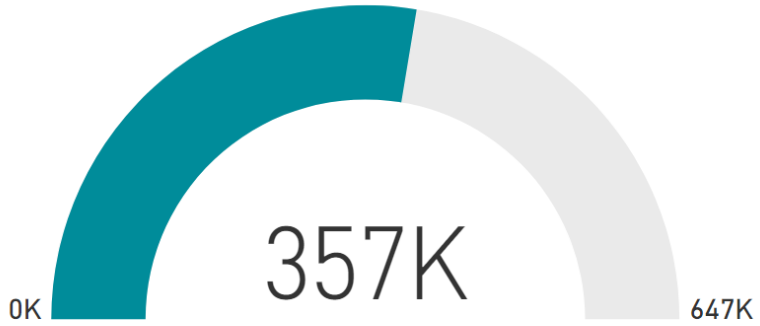
FY 2023-2024 THIRD QUARTER: AIRPORT OPERATING FUND

EXPENSES

Select Revenue or Expense

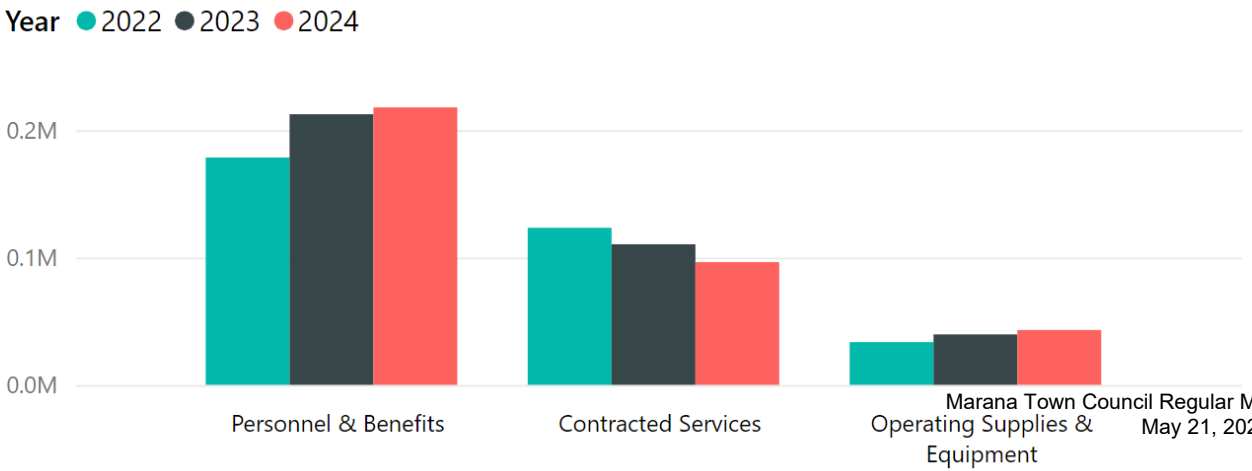
- ■ EXPENSES
- □ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	324,362	217,916	67%
Contracted Services	254,950	96,403	38%
Operating Supplies & Equipment	67,850	43,068	63%
Total	**647,162**	**357,386**	**55%**



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are in line with expectations through the third quarter of FY2024. Contracted Services future expenses will be closer to budget with the purchase of new surveillance cameras as well as general maintenance projects. Costs related to CIP projects are captured in other funds.



Category	2022	2023	2024
Personnel & Benefits	178,519	212,547	217,916
Contracted Services	123,321	110,426	96,403
Operating Supplies & Equipm...	33,547	39,598	43,068
Total	**335,387**	**362,571**	**357,386**

Council-Regular Meeting **C1**

Meeting Date: 05/21/2024

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Deputy Town Attorney

Date: May 21, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-043: Relating to Administration; approving and authorizing the Finance Director to execute Amendment One to the Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry for inmate labor services (Libby Shelton)

Discussion:

On January 16, 2024, the Town Council adopted Resolution No. 2024-001 approving the Inmate Work Contract between the Town and the Arizona Department of Corrections, Rehabilitation, and Reentry to obtain the use of inmate labor crews from the Arizona State Prison Complex - Tucson. The Town now wishes to amend the contract. The proposed amendment to the contract would increase the hourly rate for inmate labor services from $0.75/hour to $1.35/hour.

Financial Impact:

Budget capacity exists in the current year and has also been programmed in the upcoming fiscal year in multiple departments. The increase is not significant and is not anticipated to have an adverse financial impact to the Town's operations.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2024-043, authorizing the Finance Director to execute Amendment One to the Inmate Work Contract.

Suggested Motion:

I move to adopt Resolution No. 2024-043 authorizing the Finance Director to execute Amendment One to the Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry for inmate labor services.

Attachments

Resolution No. 2024-043

Exhibit A to Resolution

MARANA RESOLUTION NO. 2024-043

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AMENDMENT ONE TO THE INMATE WORK CONTRACT BETWEEN THE TOWN OF MARANA AND THE ARIZONA DEPARTMENT OF CORRECTIONS, REHABILITATION, AND REENTRY FOR INMATE LABOR SERVICES

WHEREAS the Town of Marana has an agreement with the Arizona Department of Corrections, Rehabilitation, and Reentry to obtain use of inmate labor crews from the Arizona State Prison Complex - Tucson; and

WHEREAS the Town Council adopted Resolution No. 2024-001 approving the Inmate Work Contract on January 16, 2024 and the parties wish to amend the agreement to increase the hourly rate for inmate services; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to amend the Inmate Work Contract.

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

SECTION 1. Amendment One to the Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry for inmate labor services, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Finance Director is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of May, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

ADCRR Contract No. 24-063-28

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS, REHABILITATION AND REENTRY
701 East Jefferson Street, Mail Code 55302
Phoenix, Arizona 85034

AMENDMENT #1

This Contract, between the Town of Marana (Contractor), and the Arizona Department of Corrections, Rehabilitation, and Reentry (ADCRR), for and on behalf of its Arizona State Prison Complex – Tucson, is amended as follows in accordance with Special Terms and Conditions Section 3.11:

At Section 1.17, change the inmate labor rate of pay from seventy-five cents (75¢) per hour to one dollar and thirty-five cents ($1.35) per hour.

All other terms and conditions of this Contract remain the same. **IN WITNESS WHEREOF**, the parties hereto agree to this Amendment.

TOWN OF MARANA **FEDERAL I.D. #86-6006756**		**ARIZONA DEPARTMENT OF CORRECTIONS, REHABILITATION AND REENTRY**	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
Yiannis Kalaitzidis Typed Name		Kerry Wells Typed Name	
Finance Director Typed Title		Chief Procurement Officer Typed Title	
11555 W. Civic Center Drive Marana, Arizona 85653 Address		701 E. Jefferson Street Phoenix, Arizona 85034 Address	

Council-Regular Meeting **C2**

Meeting Date: 05/21/2024

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: May 21, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-044: Relating to Budget; approving the transfer of up to $300,000 in budgeted expense authority from the Transportation fund (Fund #3030) Lon Adams Rd. Reconstruction Project (ST068) to increase the project budget for the Dove Mnt Bl-Moore Rd Signal, North Project (ST100) in the fiscal year 2023-2024 budget (Fausto Burruel)

Discussion:

Marana Town Code Section 3-4-7 provides that Town Council approval is required where the purchase exceeds $100,000 and funds for the purchase are not provided in the budget as adopted.

The budget for fiscal year 2023-2024 was adopted on 06/20/2023.

On April 19th, 2022 the Town of Marana and the Arizona Department of Transportation (ADOT) entered into an Intergovernmental Agreement (IGA) for the purpose of constructing the Dove Mnt Bl-Moore Rd Signal, North (ST100) project. The work proposed under this IGA consists of the design, construction, and installation of a traffic signal at the intersection of Dove Mountain Boulevard and Moore Road/ N. Heritage Gateway Avenue.

This project is funded with Highway Safety Improvement Program (HSIP) federal funding. HSIP funds require the Town of Marana to partner with a sponsor agency (ADOT) capable of administering federal funds on the Town's behalf. The State

(ADOT) will administer the design and advertise, bid and award, and administer the construction phase of the Project.

The estimated cost for this project is $740,250.00 with $551,250 designated for construction, and $189,000 designated for design.

In the event the project amount exceeds the initial estimate, the Town is responsible for, and agrees to pay, any and all costs that exceed the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Pima Association of Governments.

Upon conclusion of the design of the project, ADOT now estimates that the construction of the Dove Mnt Bl-Moore Rd Signal, North (ST100) project will be $720,000. This exceeds the original estimate of $551,250 by $168,750. ADOT requires that this additional amount be paid to ADOT prior to project advertisement. If construction bids come in lower than the revised estimate, the Town will receive the difference at the end of the project. If bids come in higher than this estimate, additional funds will be required to advance construction.

Town staff is requesting up to an additional $300,000 in funding be added to this project, to fund this estimated increase in construction costs, and to provide additional funding for any unforeseen additional expenses to the project.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	No
Amount:	$300,000

This change in project budget will be funded by reallocating funding between projects within the Transportation fund (Fund #3030). There is adequate capacity in the Lon Adams Rd. Reconstruction project (ST068) to transfer to the Dove Mnt Bl-Moore Rd Signal, North (ST100). The overall budget within the Fund remains unchanged.

Staff Recommendation:

Staff recommends approval of the budget transfer in the amount of not to exceed $300,000.

Suggested Motion:

I move to approve Resolution No. 2024-044, approving the transfer of up to $300,000 in budgeted expense authority from the Transportation fund (Fund #3030) Lon Adams Rd. Reconstruction Project (ST068) to increase the project budget for the Dove Mnt Bl-Moore Rd Signal, North Project (ST100) in the fiscal year 2023-2024 budget.

MARANA RESOLUTION NO. 2024-044

RELATING TO BUDGET; APPROVING THE TRANSFER OF UP TO $300,000 IN BUDGETED EXPENSE AUTHORITY FROM THE TRANSPORTATION FUND (FUND # 3030) LON ADAMS RD. RECONSTRUCTION PROJECT (ST068) TO INCREASE THE PROJECT BUDGET FOR THE DOVE MNT BL-MOORE RD SIGNAL, NORTH PROJECT (ST100) IN THE FISCAL YEAR 2023-2024 BUDGET

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

WHEREAS on April 19, 2022, the Town of Marana and the Arizona Department of Transportation (ADOT) entered into an Intergovernmental Agreement (IGA) to construct the Dove Mnt Bl-Moore Rd Signal North project (ST100); and

WHEREAS upon conclusion of the design for ST100, the estimated cost for construction exceeded the original estimate by $168,750; and

WHEREAS up to an additional $300,000 in budgeted expense authority is required for the increased construction costs and any unforeseen additional expenses of the project; and

WHEREAS transferring up to $300,000 in budgeted expense authority from the Lon Adams Rd. Reconstruction project to ST100 within the fiscal year 2023-2024 budget will not significantly impact the General Fund; and

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

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

SECTION 1. The transfer of up to $300,000 in budgeted expense authority from the Lon Adams Rd. Reconstruction project to ST100 within the fiscal year 2023-2024 budget, is hereby approved.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of May, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 05/21/2024

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: May 21, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-045: Relating to Development; approving the final plat for The Enclave at Twin Peaks, Lots 1 Through 70, Common Area "A" (Open Space, Drainage, Landscape, Public Utilities), Common Area "B" (Recreation Area, Open Space & Public Utilities), Common Area "C" (Open Space, Drainage & Landscape) located directly northeast of the Camino De Mañana and Twin Peaks Road intersection, in a portion of Section 12, Township 12 South, Range 12 East (Scott S. Radden)

Discussion:

Request

The WLB Group, Inc., representing the Property Owners, Fairfield Homes, is requesting approval of a final plat for The Enclave at Twin Peaks, Lots 1 through 70, Common Area "A" (Open Space, Drainage, Landscape, Public Utilities), Common Area "B" (Recreation Area, Open Space & Public Utilities) and Common Area "C" (Open Space, Drainage & Landscape). The 38.7-acre subdivision consists of 70 single-family residential lots, approximately 21 acres of land area for natural open space, drainage, landscaped common area, pedestrian paths, utilities and recreational area. The proposed subdivision is located directly northeast of the Camino de Mañana and Twin Peaks Road Intersection.

Zoning and Land Use

The zoning of the proposed subdivision is zoned R-7 single-family residential. The development standards require a minimum lot size of 7,000 square feet. The minimum

lot size proposed by this plat is 7,620 square feet, the maximum is 13,404 square feet, and the average lot size is 8,533 square feet. The gross density proposed is 1.81 residences per acre (RAC).

A .5-acre recreation area is proposed in Common Area “B", that will provide active recreation opportunities for residents of the subdivision. The recreation area will be developed as an internal park with amenities including: a ramada structure with two picnic tables, two turf areas, a children's play structure with sun cover, bench seating, bicycle parking, trash receptacles and a pet waste station. The recreation areas will be connected to a pedestrian trail system within the subdivision by a four-foot natural earthen trail. Similar natural earth paths will be constructed through many of the common areas within the subdivision, creating a network of pedestrian amenities. There is a proposed shared use path on Camino De Mañana that extends from the existing Twin Peaks Road sidewalk up the eastern boundary of the subdivision and the existing Regional Trail #176. Marana SUP-4 is directly across Twin Peaks Road on the west side.

Location
The subdivision is located directly northeast of the Camino de Mañana / Twin Peaks Road intersection, in a portion of Section 12, Township 12 South, Range 12 East.

Access and Traffic Circulation
Ingress and egress will be provided by three separate points. Two access points (Pearl Hawk Lane and Ginger Cat Lane) are directly off Twin Peaks Road, and Linda Wolf Lane will be accessed from Camino de Mañana. Approximately .68 miles of new public streets will be constructed within this subdivision and will be maintained by the homeowner's association.

Infrastructure and Utilities
This subdivision will be served by Pima County Regional Wastewater Reclamation Department for wastewater service, Marana Water for water service, Southwest Gas and TRICO.

Preliminary Plat
The preliminary plat for The Preserve at Twin Peaks was approved by Staff on February 22, 2023.

Staff Recommendation:

Staff has reviewed the proposed plat against the requirements of the Marana Land Development Code, the Twin Peaks Corridor Study, the Marana General Plan, Ordinance No. 2021.011, and the approved preliminary plat. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2024-045, approving the final plat for The Enclave at Twin Peaks, Lots 1 through 70, and Common Areas "A" through "C."

Attachments

Resolution No. 2024-045
ENCLAVE AT TWIN PEAKS LOTS 1-70 Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2024-045

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR THE ENCLAVE AT TWIN PEAKS, LOTS 1 THROUGH 70, COMMON AREA "A" (OPEN SPACE, DRAINAGE, LANDSCAPE, PUBLIC UTILITIES), COMMON AREA "B" (RECREATION AREA, OPEN SPACE & PUBLIC UTILITIES), COMMON AREA "C" (OPEN SPACE, DRAINAGE & LANDSCAPE) LOCATED DIRECTLY NORTHEAST OF THE CAMINO DE MAÑANA AND TWIN PEAKS ROAD INTERSECTION, IN A PORTION OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 12 EAST

WHEREAS, on August 3, 2021, the Mayor and Town Council adopted Ordinance No. 2021.11, approving a rezoning of approximately 38 acres of land located east of Twin Peaks Road, South of Tangerine Road, and West of Camino De Mañana from R-36 (Residential) to R-7 (Residential); and

WHEREAS The WLB Group, Inc., representing the Property Owners, Fairfield Homes, has applied for approval of the final plat for The Enclave at Twin Peaks, Lots 1 through 70, Common Area "A" (Open Space, Drainage, Landscape, Public Utilities, Common Area "B" (Recreation Area, Open Space & Public Utilities), Common Area "C" (Open Space, Drainage & Landscape) located directly northeast of the Camino de Mañana and Twin Peaks Road intersection; and

WHEREAS the Mayor and Town Council, at its May 21, 2024, meeting, determined that the final plat of The Enclave at Twin Peaks, Lots 1 through 70, Common Area "A" (Open Space, Drainage, Landscape, Public Utilities), Common Area "B" (Recreation Area, Open Space & Public Utilities), Common Area "C" (Open Space, Drainage & Landscape" should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that The Enclave at Twin Peaks, Lots 1 through 70, Common Area "A" (Open Space, Drainage, Landscape, Public Utilities), Common Area "B" (Recreation Area, Open Space & Public Utilities), Common Area "C" (Open Space, Drainage & Landscape) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of May 2024.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION =1,685,302 SQ.FT., OR 38.69 ACRES, MORE OR LESS.
2. THE ZONING FOR THIS PROJECT IS R-7 (RESIDENTIAL). THIS PROJECT SHALL COMPLY WITH THE TERMS AND CONDITIONS OF MARANA ORDINANCE NO. 2021.011 AND THE TWIN PEAKS CORRIDOR STUDY.
3. THE NUMBER OF LOTS IS 70 AND GROSS DENSITY IS 1.81 RAC.
4. THE MINIMUM ALLOWABLE LOT SIZE IS SEVEN THOUSAND (7,000) SQUARE FEET.
5. LOT SIZE:
   MAXIMUM LOT AREA=13,404 SQ FT.
   MINIMUM LOT AREA=7,620 SQ. FT.
   AVERAGE LOT SIZE IS 8,533 SQ. FT.
6. BUILDING HEIGHTS: BUILDINGS AND STRUCTURES SHALL HAVE HEIGHT NOT GREATER THAN TWO-STORIES OR THIRTY (30) FEET. MARANA ORDINANCE NO. 2021.011 RESTRICTED LOTS 1-3, 47, 48 AND 71-73, AS IDENTIFIED ON THE PRELIMINARY DEVELOPMENT PLAN APPROVED AT THE TIME OF REZONING, TO ONE STORY. DUE TO RECONFIGURATION AND RENUMBERING OF THE LOTS, THE EQUIVALENT LOTS ON THIS PLAT THAT ARE LIMITED TO ONE STORY ARE LOTS 1-2, 32, AND 57-59.
7. MINIMUM FRONT, SIDE AND REAR YARDS SETBACKS
   A. THE REQUIRED FRONT YARD SETBACK SHALL BE A MINIMUM OF SIXTEEN (16) FEET, EXCEPT WHERE GARAGES OPEN OR FACE DIRECTLY ONTO AN ABUTTING STREET, IN WHICH CASE THE GARAGE SETBACK SHALL BE A MINIMUM OF TWENTY (20) FEET.
   B. THE REQUIRED SIDE YARD SETBACK SHALL BE A MINIMUM OF FIVE (5) FEET, WITH A STREET SIDE SIDE YARD SETBACK HAVING A MINIMUM OF TEN (10) FEET.
   C. THE REQUIRED REAR YARD SETBACK SHALL BE A MINIMUM OF FIFTEEN (15) FEET.
   D. CORNER LOTS SHALL BE AT LEAST FIVE FEET WIDER THAN THE MINIMUM LOT WIDTH OF THE ZONE TO PERMIT CONFORMANCE WITH THE REQUIRED STREET SIDE YARD REQUIREMENTS AND SIGHT VISIBILITY TRIANGLES.
8. PARKING SPACES: 2 PER LOT IN GARAGE; 2 PER LOT IN DRIVEWAY = 248 SPACES.
9. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
10. 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.
11. 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.
12. 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.
13. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
14. 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.
15. A TOTAL OF 0.68 MILES OF NEW STREETS WILL BE CONSTRUCTED (ALL STREETS ARE PUBLIC).
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.
17. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
18. ALL DEVELOPMENT WITHIN THE PLAT AREA WILL BE SUBJECT TO THE TOWN OF MARANA RESIDENTIAL DESIGN STANDARDS.
19. ZONES 'AO-1' ALLUVIAL FAN AND 'X' FEMA INFORMATION SHOWN FROM FEMA FIRM No. 04019C1065L, REVISION DATE OF JUNE 16, 2011.
20. THERE WILL BE NO CONSTRUCTION WITHIN THE ENVIRONMENTAL BUFFER.
21. PURSUANT TO MARANA ORDINANCE NO. 2021.11, THE TWIN PEAKS CORRIDOR STUDY, AND THE GRADING PLANS FOR THE PROJECT, PLAN NO. ENG2301-006, A PAVED, MEANDERING SHARED-USE- PATH SHALL BE CONSTRUCTED ALONG CAMINO DE MANANA WITHIN PORTIONS OF COMMON AREA "A" AND THE CAMINO DE MANANA RIGHT-OF-WAY. INSTALLATION OF PORTIONS OF THE SHARED-USE PATH IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.

ASSURED WATER SUPPLY

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

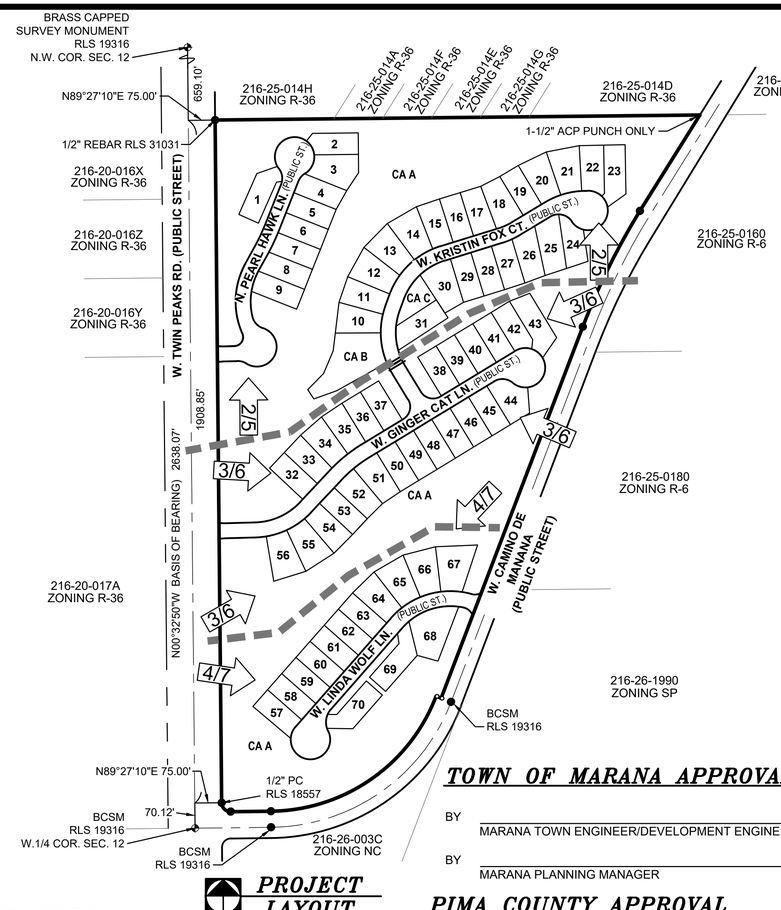
BY _____ _____
MARANA WATER DIRECTOR DATE

ASSURANCES

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

BY _____ _____
TOWN OF MARANA DATE

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



PROJECT LAYOUT

LAND USES

LAND AREA:		USE:
COMMON AREA "A"	20.28 Acres	OPEN SPACE / DRAINAGE / LANDSCAPE / PUBLIC UTILITIES
COMMON AREA "B"	0.50 Acres	RECREATION AREA / OPEN SPACE / LANDSCAPE /PUBLIC UTILITIES
COMMON AREA "C"	0.17 Acres	OPEN SPACE / DRAINAGE / LANDSCAPE
RESIDENTIAL LOTS:	13.71 Acres	
NEW PUBLIC RIGHT-OF-WAY	4.03 Acres	
TOTAL AREA:	38.69 Acres	

LEGEND

	SUBDIVISION BOUNDARY
	ADJACENT LOT LINE
	LOT LINE
	EASEMENT LINE
	MATCH LINE
	SECTION LINE
	CENTER LINE
□	INDICATES BRASS DISK SURVEY MONUMENT TO BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
●	FOUND MONUMENT AS NOTED
○	1/2" IRON PARCEL PIN TO BE SET BY AN ARIZONA RLS
	100 YEAR FLOOD LINE
	EROSION HAZARD SETBACK LINE
	TOWN LIMITS
CA	COMMON AREA
SVT	SIGHT VISIBILITY TRIANGLE
NAE	NO ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
"S"	SINGLE STORY RESIDENCE
L/S	LANDSCAPE
(R)	RADIAL
R-7	ZONING DESIGNATION
	SECTION CORNER / QUARTER SECTION CORNER
3	SHEET INDEX SHEET INDICATOR

TOWN OF MARANA APPROVALS

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

BY _____ _____
MARANA PLANNING MANAGER DATE

PIMA COUNTY APPROVAL

BY _____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE ___ DAY OF _____, 2024.

BY _____ _____
CLERK OF THE TOWN OF MARANA DATE

RECORDING

STATE OF ARIZONA }
COUNTY OF PIMA } SS

FEE _____
NO _____

THIS PLAT WAS FILED FOR RECORD AT THE REQUEST OF THE WLB GROUP, INC., ON THIS ____ DAY OF _____, 2024 AT _____ _.M. IN SEQUENCE NUMBER _____

GABRIELLA CAZARES-KELLY
PIMA COUNTY RECORDER
BY: _____
DEPUTY

CERTIFICATION

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

_____
ERIC D. SHAWD PE NO. 49121

CERTIFICATION

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

_____
BENJAMIN E. ZISMANN RLS NO. 66889

SHEET INDEX

SHEET 1	COVER SHEET
SHEETS 2-4	PLAN SHEETS
SHEETS 5-7	100-YR FLOODPLAIN & EROSION HAZARD SETBACK LINES
SHEET 8	LINE AND CURVE TABLES

OWNER

TITLE SECURITY AGENCY, LLC
TR 202316
6390 E. TANQUE VERDE
TUCSON, AZ 85715
PHONE: (520) 485-0247
ATTN: RONDA TATRO

ENGINEER

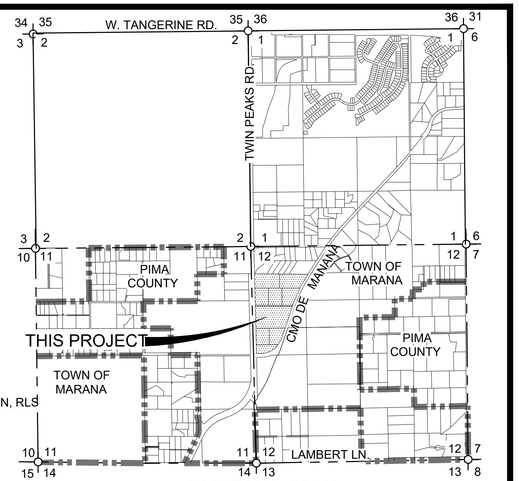
THE WLB GROUP, INC.
1600 W. BROADWAY BLVD., SUITE 150
TEMPE, AZ 85282
PHONE: (480) 736-1600
ATTENTION: ERIC D. SHAWD, P.E.
ESHAWD@WLBGROUP.COM

SURVEYOR

THE WLB GROUP, INC.
4444 E. BROADWAY BLVD.
TUCSON, AZ 85711
PHONE: (520) 881-7480
ATTENTION: BENJAMIN E. ZISMANN, RLS
BZISMANN@WLBGROUP.COM

BASIS OF BEARINGS

THE WEST LINE OF THE N.W. 1/4 OF SECTION 12, T-12-S, R-12-E, G.S.R.&M. CALCULATED FROM REFERENCE POINTS PER BK. 58 OF RECORDS OF SURVEYS, PAGE 26. SAID BEARING BEING: N00°32'50"W.



LOCATION PLAN

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

DEDICATION

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

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

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 ACCESS FOR INSTALLATION, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF PUBLIC SEWERS AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO 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 _____ IN THE OFFICE OF THE RECORDER OF THE 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 AND COMMON AREA WITHIN THIS SUBDIVISION."

GRANTOR HEREBY IRREVOCABLY GRANTS AND DEDICATES EASEMENTS TO PIMA COUNTY FOR ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF PUBLIC SEWER SYSTEMS IN ALL COMMON AREAS "A & B" DESIGNATED BY THIS PLAT.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202316 AND NOT IN ITS CORPORATE CAPACITY

_____
TRUST OFFICER

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

ON THIS ____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED _____ SELF TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, LLC A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202316 AND NOT IN ITS CORPORATE CAPACITY, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

BENEFICIARY OF TRUST 202316: KC TWIN PEAKS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
6405 N CAMPBELL AVE 1ST FLOOR,
TUCSON, ARIZONA 85718

ADMINISTRATIVE ADDRESS: 5565 W. TWIN PEAKS RD, TUCSON, AZ 85742

PRV 2309-001
P24WS00013

FINAL PLAT

THE ENCLAVE AT TWIN PEAKS

LOTS 1 THROUGH 70, COMMON AREA "A" (OPEN SPACE, DRAINAGE, LANDSCAPE, PUBLIC UTILITIES), COMMON AREA "B" (RECREATION AREA, OPEN SPACE & PUBLIC UTILITIES). COMMON AREA "C" (OPEN SPACE, DRAINAGE & LANDSCAPE)
A PORTION OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

SCALE: 1" = 40'

REF: PRELIMINARY PLAT PRV2205-007 DECEMBER, 2023 WLB JOB NO. 121021-A-002 SHEET 1 OF 8

SEQUENCE NUMBER

216-25-014H | 216-25-014A | 216-25-014F | 216-25-014E | 216-25-014G | 216-25-014D

1/2" IRON REBAR W/TAG, RLS 31031

25' PUBLIC WATER EASEMENT GRANTED PER THIS PLAT

S89°27'10"W 75.00' | 659.10' | 82.41' | 19.51' | 48.74' | 474.16' | N89°24'26"E 1354.88'

40' L/S BUFFER PER THIS PLAT

EROSION HAZARD SETBACK SEE SHEET 5 (TYP.)

SLOPE & DRAINAGE EASEMENT PER DKT. 13555, PG. 587

PUBLIC SEWER EASEMENT GRANTED PER THIS PLAT SEE DETAIL 1 SHEET 3

N89°25'13"E 127.61' | N38°23'23"E 27.82' | 2(S) 7,975 SQ.FT.±

N89°25'13"E 123.85' | N00°34'47"W 111.31' | 60.00' | 51.31'

100-YEAR FLOODPLAIN LINE SEE SHEET 5 (TYP.)

CA 'A' 883,540 SQ.FT.±

148.85' | 655.38' | 631.97' | 462.52' | N00° 32' 50"W 1908.80'

EROSION HAZARD SETBACK SEE SHEET 5 (TYP.)

12'x269' SLOPE & DRAINAGE EASEMENT PER DKT. 13555, PG. 587

40' WATER AND SEWER EASEMENT SEQ. 20190700200

17'x40' DRAINAGE EASEMENT PER DKT. 13619, PG. 1354

20' LANDSCAPE BUFFER PER THIS PLAT

40.00' | 20.00'

W. TWIN PEAKS RD. ROAD PROCEEDING No. 1667 (EXISTING PUBLIC STREET)

20'x45' DRAINAGE EASEMENT PER DKT. 13619, PG. 1354

N. PEARL HAWK LN. (NEW PUBLIC STREET) (DEDICATED BY THIS PLAT)

1(S) 9,209 SQ.FT.± | 2 9,182 SQ.FT.± | 3 10,530 SQ.FT.± | 4 7,798 SQ.FT.± | 5 7,620 SQ.FT.± | 6 7,620 SQ.FT.± | 7 7,705 SQ.FT.± | 8 8,091 SQ.FT.± | 9 8,343 SQ.FT.± | 10 8,674 SQ.FT.± | 11 8,554 SQ.FT.± | 12 9,549 SQ.FT.± | 13 9,549 SQ.FT.± | 14 9,554 SQ.FT.± | 15 8,090 SQ.FT.± | 16 7,651 SQ.FT.± | 17 8,078 SQ.FT.± | 18 9,231 SQ.FT.± | 19 7,620 SQ.FT.± | 20 9,182 SQ.FT.± | 21 9,553 SQ.FT.± | 22 8,658 SQ.FT.± | 23 9,443 SQ.FT.± | 24 7,662 SQ.FT.± | 25 10,045 SQ.FT.± | 26 8,715 SQ.FT.± | 27 7,637 SQ.FT.± | 28 7,624 SQ.FT.± | 29 7,625 SQ.FT.± | 30 10,175 SQ.FT.± | 31 9,165 SQ.FT.±

CA 'A' 883,540 SQ.FT.± | CA 'A' 883,540 SQ.FT.± | CA 'A' 883,540 SQ.FT.±

CA 'B' 21,805 SQ.FT.± | CA C 6,962 SQ.FT.±

W. KRISTIN FOX CT. (NEW PUBLIC STREET) (DEDICATED BY THIS PLAT)

W. CAMINO DE MANANA (EXIST. PUBLIC ST.) BK. 2 OF ROAD MAPS, PAGE 3

20' PUBLIC TRICO ELECTRIC EASEMENT GRANTED PER THIS PLAT

100-YEAR FLOODPLAIN LINE SEE SHEET 5 (TYP.)

PUBLIC SEWER EASEMENT GRANTED PER THIS PLAT SEE DETAIL 2 SHEET 3

EROSION HAZARD SETBACK SEE SHEET 5 (TYP.)

20' LANDSCAPE BUFFER PER THIS PLAT

20' L/S BUFFER GRANTED PER THIS PLAT

25' EMERGENCY ACCESS AND PUBLIC WATER EASEMENT GRANTED PER THIS PLAT

MATCHLINE - SEE BELOW

MATCHLINE - SEE SHEET 3

MATCHLINE - SEE ABOVE

216-25-0160

1 1/2" ACP PUNCH ONLY | 140.39' | 40' L/S BUFFER PER THIS PLAT | 20' L/S BUFFER PER THIS PLAT | S32°00'14"W 316.01' | 1/2" REBAR RLS 12537

0' 40' 80' 120'

PRV 2309-001
P24WS00013

FINAL PLAT

THE ENCLAVE AT TWIN PEAKS

LOTS 1 THROUGH 70, COMMON AREA "A" (OPEN SPACE, DRAINAGE, LANDSCAPE, PUBLIC UTILITIES), COMMON AREA "B" (RECREATION AREA, OPEN SPACE & PUBLIC UTILITIES). COMMON AREA "C" (OPEN SPACE, DRAINAGE & LANDSCAPE)
A PORTION OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

SCALE: 1" = 40'

DECEMBER, 2023 | WLB JOB NO. 121021-A-002 | SHEET 2 OF 8

Registered Professional Engineer | CERTIFICATE NO. 49121 | ERIC D. SHAWD | Date Signed 04/30/24 | ARIZONA, U.S.A. | Expires 09/30/24

Registered Professional Surveyor | CERTIFICATE NO. 66889 | BENJAMIN E ZISMANN | Date Signed 04/30/24 | ARIZONA, U.S.A. | Expires 09/30/24

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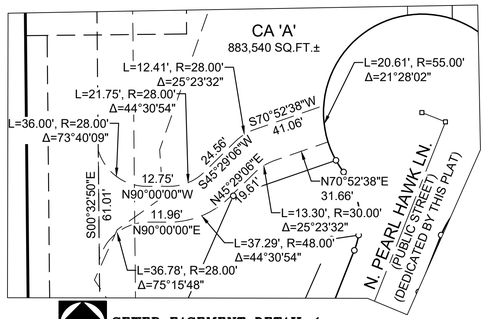
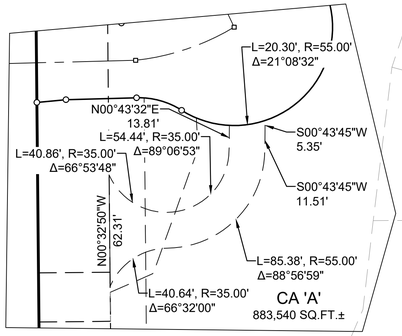
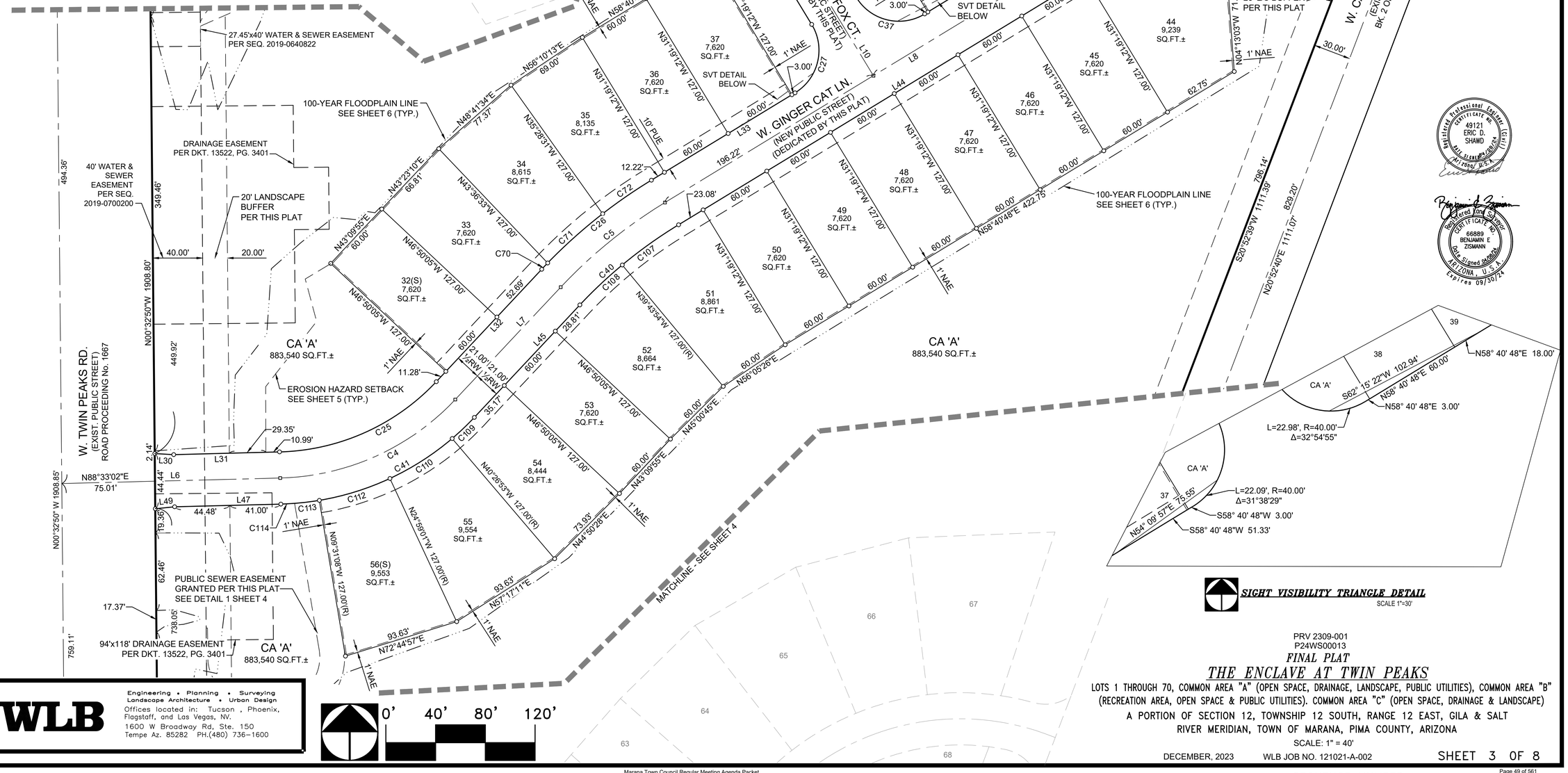
G:\121021\Entitlements\Plat\Plat\Plat\PRV 2309-001\PLAT.dwg



SEWER EASEMENT DETAIL 1
SCALE 1"=40'



SEWER EASEMENT DETAIL 2
SCALE 1"=40'



SIGHT VISIBILITY TRIANGLE DETAIL
SCALE 1"=30'

Registered Professional Engineers
CERTIFICATE NO.
49121
ERIC D.
SHAWD
Date Signed 09/30/24
ARIZONA, U.S.A.

Registered Land Surveyor
CERTIFICATE NO.
66889
BENJAMIN E
ZISMANN
Date Signed 09/30/24
ARIZONA, U.S.A.
Expires 09/30/24

PRV 2309-001
P24WS00013

FINAL PLAT

THE ENCLAVE AT TWIN PEAKS

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SCALE: 1" = 40'

DECEMBER, 2023 WLB JOB NO. 121021-A-002 SHEET 3 OF 8

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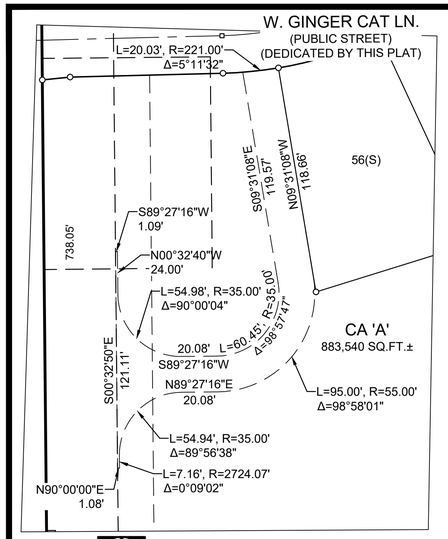
0' 40' 80' 120'

O:\121021 Endless at Twin Peaks\dgn\Exhibit_FINAL.dwg



SEWER EASEMENT DETAIL 1
SCALE 1"=40'

SEQUENCE NUMBER

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0' 40' 80' 120'

Registered Professional Land Surveyor
CERTIFICATE NO.
49121
ERIC D. SHAWD
Not Signed Digitally
ARIZONA U.S.A.
Expires 06/30/24

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BENJAMIN E ZISMANN
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ARIZONA U.S.A.
Expires 09/30/24

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FINAL PLAT

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SCALE: 1" = 40'

DECEMBER, 2023 WLB JOB NO. 121021-A-002 SHEET 4 OF 8

RAD. = N87°37'31"W

RAD. = N06°16'25"W

19.51'

655.38'

W. TWIN PEAKS RD. (EXIST. PUBLIC STREET)
ROAD PROCEEDING No. 1667

160' WILDLIFE BUFFER ZONE
PER THIS PLAT

N. PEARL HAWK LN.
(NEW PUBLIC STREET)
(DEDICATED BY THIS PLAT)

W. KRISTIN FOX CT.
(NEW PUBLIC STREET)
(DEDICATED BY THIS PLAT)

W. CAMINO DE MANANA
(EXIST. PUBLIC STREET)
BK. 2 OF ROAD MAPS, PAGE 3

MATCHLINE - SEE BELOW

SEQUENCE NUMBER

MATCHLINE - SEE ABOVE

CA 'A'

CA 'B'

CA 'C'

1(S)

2(S)

20.90'

75.01'

23.32'

83.71'

26.62'

140.39'

8.67'

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BENJAMIN E
ZISMANN
Date signed 04/30/24
ARIZONA, U.S.A.
Expires 09/30/24

0' 40' 80' 120'

FLOOD PLAIN LIMITS AND EROSION
HAZARD SETBACK DIMENSIONS

PRV 2309-001
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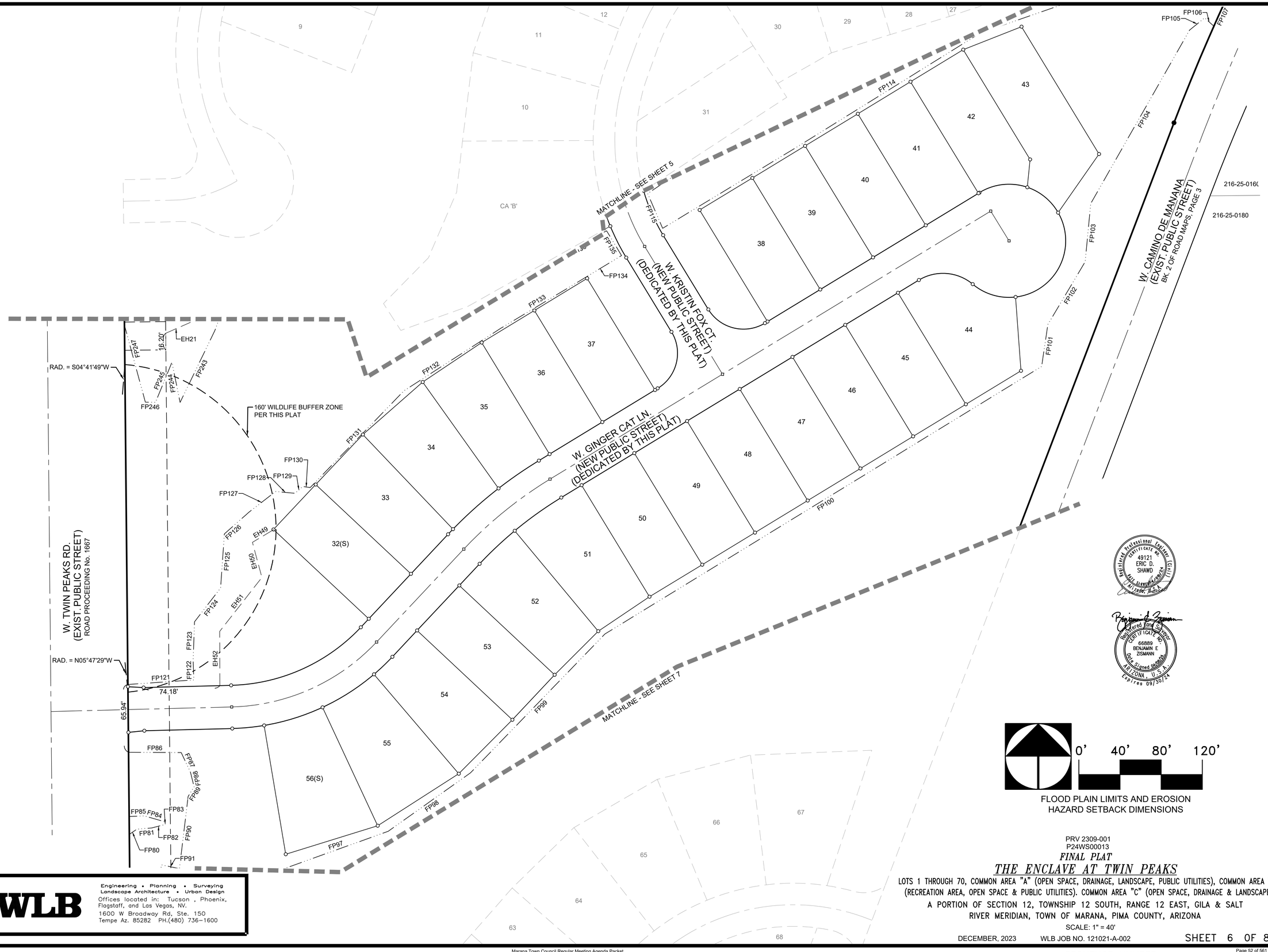
SCALE: 1" = 40'

DECEMBER, 2023 WLB JOB NO. 121021-A-002 SHEET 5 OF 8



PRV 2309-001
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FINAL PLAT

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DECEMBER, 2023 WLB JOB NO. 121021-A-002 SHEET 6 OF 8

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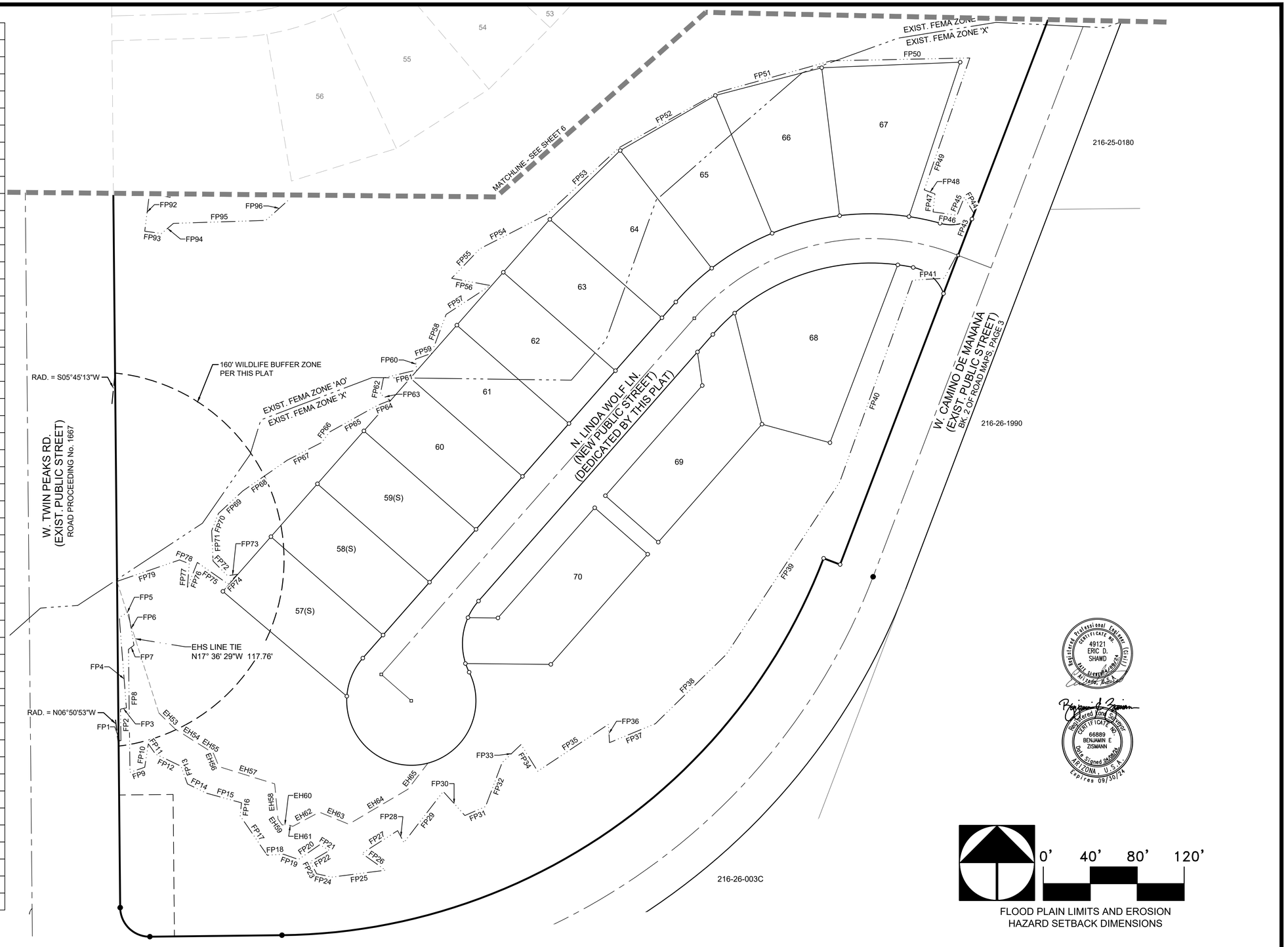
SEQUENCE NUMBER

FP LINE TABLE			FP LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
FP1	N83°42'40"E	2.01'	FP51	S74°27'01"W	99.58'
FP2	N00°46'08"W	26.85'	FP52	S60°47'00"W	97.21'
FP3	N77°58'41"E	5.17'	FP53	S47°15'09"W	67.75'
FP4	N04°29'50"W	77.31'	FP54	S62°49'54"W	63.65'
FP5	N58°02'00"E	9.05'	FP55	S43°35'17"W	34.67'
FP6	S09°36'33"E	28.83'	FP56	S79°21'22"E	33.52'
FP7	S53°31'53"W	5.81'	FP57	S56°52'06"W	44.98'
FP8	S00°41'37"E	104.89'	FP58	S20°38'56"W	35.51'
FP9	N71°06'23"E	13.29'	FP59	S70°13'32"W	14.44'
FP10	N08°47'36"E	20.18'	FP60	S05°53'04"E	9.37'
FP11	S34°55'00"E	10.57'	FP61	S76°34'39"W	28.97'
FP12	S64°25'27"E	24.18'	FP62	S11°21'46"W	14.02'
FP13	S19°49'59"E	16.05'	FP63	S57°30'53"E	9.97'
FP14	S64°18'54"E	18.49'	FP64	S68°26'32"W	11.67'
FP15	S74°46'03"E	30.47'	FP65	S60°52'57"W	46.82'
FP16	S06°03'31"W	11.10'	FP66	S36°21'25"W	10.94'
FP17	S34°25'51"E	40.82'	FP67	S62°45'56"W	32.99'
FP18	N86°35'16"E	13.95'	FP68	S55°19'43"W	46.17'
FP19	S70°30'37"E	13.46'	FP69	S47°18'36"W	28.21'
FP20	N55°11'15"E	22.15'	FP70	S21°16'03"W	15.96'
FP21	S58°46'26"E	9.54'	FP71	S02°43'36"E	25.81'
FP22	S59°41'22"W	18.92'	FP72	S44°16'22"E	17.49'
FP23	S28°00'36"E	11.70'	FP73	N81°46'52"E	8.80'
FP24	S77°35'19"E	13.15'	FP74	S45°34'51"W	11.70'
FP25	N82°38'57"E	46.13'	FP75	N54°50'50"W	31.79'
FP26	N54°32'12"W	24.58'	FP76	S21°41'09"W	22.82'
FP27	N57°23'23"E	36.14'	FP77	N04°23'23"E	20.16'
FP28	S27°31'28"E	11.49'	FP78	N69°04'10"W	8.92'
FP29	N37°31'09"E	54.98'	FP79	S71°06'05"W	56.21'
FP30	S41°53'53"E	27.65'	FP80	S55°25'41"W	8.88'
FP31	N66°18'11"E	19.23'	FP81	S85°10'54"W	14.57'
FP32	N20°39'09"E	39.88'	FP82	S75°28'06"W	13.52'
FP33	N46°05'30"E	22.39'	FP83	S06°03'23"E	2.58'
FP34	S31°55'48"E	26.89'	FP84	S73°59'02"E	20.81'
FP35	N56°23'45"E	72.29'	FP85	N87°42'29"E	14.82'
FP36	S03°26'36"E	15.61'	FP86	S89°42'32"E	51.16'
FP37	N67°34'59"E	42.31'	FP87	S25°15'56"E	21.04'
FP38	N45°38'22"E	84.54'	FP88	S14°02'41"E	14.69'
FP39	N33°20'45"E	175.61'	FP89	S31°45'10"W	11.01'
FP40	N19°48'18"E	183.06'	FP90	S06°52'14"W	70.76'
FP41	N86°27'19"E	27.10'	FP91	N78°07'08"W	17.94'
FP42	N28°21'09"E	31.17'	FP92	S07°09'23"W	32.89'
FP43	N20°52'40"E	29.69'	FP93	S82°38'42"E	14.45'
FP44	N30°34'50"W	16.12'	FP94	N49°42'15"E	13.30'
FP45	S22°16'31"W	16.57'	FP95	N88°09'51"E	78.66'
FP46	N81°54'58"W	20.62'	FP96	N48°07'56"E	30.87'
FP47	N06°00'20"E	15.29'	FP97	N70°14'43"E	104.62'
FP48	N68°53'21"W	9.74'	FP98	N54°36'10"E	98.16'
FP49	N19°01'45"E	118.97'	FP99	N44°04'06"E	187.97'
FP50	S88°48'59"W	118.17'	FP100	N58°29'21"E	497.93'



SEQUENCE NUMBER

Registered Professional Engineer (Civil)
CERTIFICATE NO.
49121
ERIC D.
SHAWD
Date Signed 05/30/24
ARIZONA, U.S.A.

Registered Land Surveyor
CERTIFICATE NO.
66889
BENJAMIN E.
ZISMANN
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0' 40' 80' 120'

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HAZARD SETBACK DIMENSIONS

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RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

SCALE: 1" = 40'

DECEMBER, 2023 WLB JOB NO. 121021-A-002 SHEET 7 OF 8

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CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	24°42'13"	135.75'	58.53'
C2	54°14'43"	200.00'	189.35'
C3	7°20'32"	500.00'	64.07'
C4	45°23'07"	200.00'	158.42'
C5	15°30'53"	400.00'	108.31'
C6	51°14'20"	200.00'	178.86'
C7	52°51'10"	200.00'	184.49'
C8	13°46'02"	200.00'	48.06'
C9	29°57'06"	200.00'	104.55'
C10	70°33'42"	200.00'	246.31'
C11	90°05'23"	25.00'	39.31'
C12	0°35'26"	1940.10'	20.00'
C13	0°44'01"	1940.10'	24.84'
C14	33°45'38"	45.00'	26.52'
C15	29°23'26"	55.00'	28.21'
C16	58°19'00"	45.00'	45.80'
C17	22°50'23"	179.00'	71.35'
C18	7°20'32"	521.00'	66.76'
C19	35°09'53"	45.00'	27.62'
C20	275°29'52"	55.00'	264.46'
C21	58°49'14"	45.00'	46.20'
C22	7°20'32"	479.00'	61.38'
C23	52°39'20"	221.00'	203.10'
C24	112°18'03"	25.00'	49.00'
C25	45°23'07"	179.00'	141.79'
C26	15°30'53"	421.00'	114.00'
C27	90°00'00"	40.00'	62.83'
C28	51°14'20"	221.00'	197.64'
C29	52°51'10"	221.00'	203.86'
C30	13°46'02"	179.00'	43.01'
C31	29°57'06"	221.00'	115.53'
C32	236°57'05"	55.00'	227.46'
C33	86°54'11"	45.00'	68.25'
C34	13°46'02"	221.00'	53.10'
C35	52°51'10"	179.00'	165.12'
C36	51°14'20"	179.00'	160.08'
C37	90°00'00"	40.00'	62.83'
C38	251°38'23"	55.00'	241.56'
C39	71°20'15"	45.00'	56.03'
C40	7°06'11"	379.00'	46.99'
C41	15°27'49"	221.00'	59.65'
C42	46°09'09"	35.00'	28.19'
C43	64°12'24"	221.00'	247.66'
C44	247°33'14"	55.00'	237.63'
C45	67°33'13"	55.00'	64.85'
C46	60°23'09"	179.00'	188.65'
C47	58°13'56"	35.00'	35.57'
C48	9°42'49"	55.00'	9.32'
C49	19°49'50"	55.00'	19.04'
C50	21°08'32"	55.00'	20.30'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C51	143°27'38"	55.00'	137.71'
C52	22°50'23"	179.00'	71.35'
C53	19°18'58"	179.00'	60.35'
C54	0°16'02"	179.00'	0.84'
C55	0°14'47"	521.00'	2.24'
C56	6°36'59"	521.00'	60.16'
C57	0°28'46"	521.00'	4.36'
C58	35°06'57"	45.00'	27.58'
C59	1°37'14"	45.00'	1.27'
C60	64°21'58"	55.00'	61.79'
C61	47°00'07"	55.00'	45.12'
C62	18°56'43"	55.00'	18.19'
C63	26°23'39"	55.00'	25.34'
C64	110°39'34"	55.00'	106.22'
C65	110°39'34"	55.00'	106.22'
C66	110°39'34"	55.00'	106.22'
C67	8°07'56"	55.00'	7.81'
C68	47°29'17"	45.00'	37.30'
C69	11°19'54"	45.00'	8.90'
C70	0°56'55"	421.00'	6.97'
C71	8°05'12"	421.00'	59.42'
C72	6°28'46"	421.00'	47.61'
C73	8°54'30"	221.00'	34.36'
C74	22°10'50"	221.00'	85.55'
C75	13°35'05"	221.00'	52.40'
C76	6°33'55"	221.00'	25.32'
C77	15°27'46"	221.00'	59.64'
C78	15°27'46"	221.00'	59.64'
C79	15°27'45"	221.00'	59.64'
C80	5°48'42"	221.00'	22.42'
C81	12°25'27"	221.00'	47.92'
C82	15°27'46"	221.00'	59.64'
C83	2°03'53"	221.00'	7.96'
C84	44°35'48"	55.00'	42.81'
C85	36°33'36"	55.00'	35.10'
C86	13°49'30"	55.00'	13.27'
C87	27°02'50"	55.00'	25.96'
C88	10°30'28"	55.00'	10.09'
C89	21°56'12"	55.00'	21.06'
C90	39°16'45"	55.00'	37.71'
C91	42°15'03"	55.00'	40.56'
C92	54°58'33"	45.00'	43.18'
C93	31°55'39"	45.00'	25.08'
C94	6°27'12"	221.00'	24.89'
C95	7°18'50"	221.00'	28.21'
C96	25°44'13"	179.00'	80.41'
C97	27°06'57"	179.00'	84.71'
C98	14°10'41"	179.00'	44.29'
C99	21°52'38"	179.00'	68.35'
C100	15°11'01"	179.00'	47.44'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C101	50°25'16"	55.00'	48.40'
C102	41°16'25"	55.00'	39.62'
C103	24°09'44"	55.00'	23.19'
C104	26°58'35"	55.00'	25.90'
C105	62°12'22"	55.00'	59.71'
C106	23°18'00"	55.00'	22.37'
C107	8°24'41"	379.00'	55.64'
C108	7°06'11"	379.00'	46.99'
C109	6°23'30"	221.00'	24.65'
C110	15°27'49"	221.00'	59.65'
C112	15°27'43"	221.00'	59.64'
C113	5°11'32"	221.00'	20.03'
C114	45°23'09"	221.00'	175.06'
C115	7°01'10"	221.00'	27.08'
C116	15°21'45"	221.00'	59.26'
C117	15°27'37"	221.00'	59.63'
C118	15°27'34"	221.00'	59.63'
C119	10°54'18"	221.00'	42.06'
C120	37°18'46"	55.00'	35.82'
C121	71°53'03"	55.00'	69.01'
C122	28°39'38"	55.00'	27.51'
C123	110°21'01"	55.00'	105.93'
C124	8°20'18"	55.00'	8.00'
C125	0°39'11"	221.00'	2.52'
C126	17°31'37"	55.00'	16.82'
C127	8°20'10"	179.00'	26.04'
C128	47°47'05"	179.00'	149.29'
C129	4°15'55"	179.00'	13.32'
C130	41°41'19"	55.00'	40.02'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°33'02"E	130.48'
L2	N25°20'24"W	45.08'
L3	N28°54'18"E	57.42'
L4	N21°33'47"E	209.57'
L5	N68°26'13"W	14.14'
L6	N88°33'02"E	100.68'
L7	N43°09'55"E	123.97'
L8	N58°40'48"E	501.44'
L9	S31°36'54"E	34.00'
L10	S31°19'12"E	145.50'
L11	S19°55'08"W	31.94'
L12	S72°46'17"W	169.07'
L13	S59°00'16"W	108.14'
L14	S88°57'22"W	8.87'
L15	N01°02'38"W	34.00'
L16	N69°12'51"W	30.00'
L17	S41°17'33"W	404.10'
L18	S48°42'27"E	34.00'
L19	S84°26'23"W	16.31'
L20	S88°32'17"W	39.47'
L21	S28°54'18"W	57.42'
L22	N21°33'47"E	149.76'
L23	N21°33'47"E	55.64'
L24	N21°33'47"E	60.00'
L25	N21°33'47"E	34.08'
L26	N21°33'47"E	124.02'
L27	N28°54'18"E	57.42'
L28	N88°33'02"E	33.01'
L29	S86°38'46"E	14.66'
L30	N86°44'30"W	15.22'
L31	S88°33'02"W	85.17'
L32	S43°10'49"W	127.44'
L33	S58°40'48"W	135.22'
L34	S31°19'12"E	84.50'
L35	S19°55'08"W	31.94'
L36	S72°46'17"W	59.99'
L37	S59°00'16"W	60.00'
L38	S88°57'22"W	8.87'
L39	N59°00'16"E	50.33'
L40	N72°46'17"E	60.00'
L41	N19°55'08"E	31.94'
L42	N31°19'12"W	84.50'
L43	S58°40'48"W	60.00'
L44	N58°40'48"E	406.88'
L45	N43°09'55"E	123.97'
L46	S08°01'36"E	28.89'
L47	N88°33'02"E	85.49'
L49	N84°12'10"E	15.59'
L50	S41°17'33"W	404.10'
L51	S41°17'33"W	302.45'
L52	S89°23'06"E	25.51'
L53	S20°52'47"W	25.00'

FP LINE TABLE		
LINE	BEARING	DISTANCE
FP101	N08°21'57"E	41.13'
FP102	N30°42'32"E	71.08'
FP103	N05°28'01"E	56.87'
FP104	N29°40'21"E	194.21'
FP105	N50°51'14"E	18.76'
FP106	S48°09'08"E	11.78'
FP107	N25°00'27"E	23.88'
FP108	N12°24'00"W	29.39'
FP109	N36°19'33"E	63.72'
FP110	N88°44'31"E	7.59'
FP111	S89°27'12"W	11.51'
FP112	S39°45'22"W	126.53'
FP113	S70°54'44"W	230.59'
FP114	S58°06'37"W	208.32'
FP115	N23°21'40"W	36.86'
FP116	N56°10'36"E	166.53'
FP117	N32°14'44"W	16.24'
FP118	N70°29'18"E	443.85'
FP119	N28°54'36"E	346.45'
FP120	N48°25'45"E	148.16'
FP121	S86°01'44"W	64.21'
FP122	S01°52'12"E	19.60'
FP123	S02°03'36"W	36.98'
FP124	S37°38'18"W	41.48'
FP125	S04°00'56"W	52.78'
FP126	S48°32'00"W	32.16'
FP127	S52°19'30"W	32.58'
FP128	N84°41'04"W	18.76'
FP129	S49°04'38"W	10.12'
FP130	N82°03'37"W	7.25'
FP131	S44°06'33"W	130.97'
FP132	S57°08'06"W	112.00'
FP133	S59°00'50"W	88.43'
FP134	S58°44'55"W	48.67'
FP135	S31°02'13"E	28.08'
FP136	N63°40'15"E	67.23'
FP137	N63°53'49"E	72.07'
FP138	S78°53'23"E	32.24'
FP139	N87°53'17"E	25.05'
FP140	S32°19'37"W	25.49'
FP141	S10°03'15"E	23.38'
FP142	S06°30'12"W	5.56'
FP143	S09°55'58"W	6.38'
FP144	S44°20'11"W	11.84'
FP145	S00°19'50"E	25.95'
FP146	S15°01'52"W	61.28'
FP147	S12°42'46"W	118.07'
FP148	S24°47'38"W	117.12'
FP149	S44°21'30"W	116.03'
FP150	S61°11'32"W	100.26'

FP LINE TABLE		
LINE	BEARING	DISTANCE
FP151	S71°45'12"W	185.90'
FP152	S61°13'41"W	205.72'
FP153	S82°13'24"W	111.63'
FP154	S89°21'54"W	114.63'
FP155	S44°35'40"W	30.17'
FP156	S17°12'24"W	38.27'
FP157	S55°34'00"W	34.24'
FP158	N52°38'25"E	32.21'
FP159	N45°11'37"E	20.13'
FP160	N16°09'46"E	19.75'
FP161	S45°15'57"E	8.84'
FP162	S46°13'12"E	8.96'
FP163	N87°29'35"E	11.41'
FP164	N74°56'25"E	3.16'
FP165	S74°16'55"E	7.24'
FP166	S84°29'39"E	8.09'
FP167	N41°46'06"E	13.18'
FP168	N88°31'55"E	7.17'
FP169	S23°08'56"W	10.99'
FP170	S17°21'49"E	3.85'
FP171	S02°08'25"E	9.85'
FP172	S26°08'30"W	10.96'
FP173	S40°01'35"W	19.02'
FP174	N20°31'39"E	13.24'
FP175	N46°47'53"E	43.61'
FP176	S60°07'53"E	27.14'
FP177	N56°42'22"E	16.99'
FP178	N36°15'51"E	7.88'
FP179	N54°49'42"E	10.26'
FP180	N55°47'19"E	7.61'
FP181	S61°28'38"E	6.01'
FP182	S05°12'06"W	7.05'
FP183	S68°51'42"E	13.78'
FP184	N53°05'18"E	14.74'
FP185	S74°48'46"E	10.70'
FP186	S14°02'58"E	8.43'
FP187	S09°13'22"E	21.34'
FP188	S40°37'04"E	19.74'
FP189	N20°03'51"E	20.45'
FP190	N87°15'02"E	22.26'
FP191	N41°33'28"E	15.05'
FP192	S57°19'59"E	13.74'
FP193	N00°31'11"E	18.22'
FP194	N35°20'43"E	44.42'
FP195	N44°32'41"E	27.86'
FP196	N54°41'45"E	78.33'
FP197	S68°43'13"E	24.29'
FP198	N71°14'13"E	32.45'
FP199	N26°24'03"E	32.31'
FP200	S50°39'35"E	11.30'

FP LINE TABLE		
LINE	BEARING	DISTANCE
FP201	N62°43'05"E	16.02'
FP202	S61°23'00"E	8.93'
FP203	N38°49'55"E	31.80'
FP204	S85°08'38"E	12.19'
FP205	N57°02'44"E	39.29'
FP206	S22°09'57"E	22.57'
FP207	N11°56'44"E	37.14'
FP208	S88°49'17"E	21.89'
FP209	S21°53'50"W	33.62'
FP210	S52°19'56"E	15.85'
FP211	N53°06'36"E	37.65'
FP212	N86°42'24"W	16.53'
FP213	S42°59'23"W	96.28'
FP214	S15°50'59"E	9.15'
FP215	S58°29'33"W	54.35'
FP216	N89°51'29"W	28.04'
FP217	S34°57'28"W	73.11'
FP218	S50°35'51"W	42.42'
FP219	S24°45'41"W	16.16'
FP220	N28°25'29"E	16.35'
FP221	N74°55'30"E	9.56'
FP222	N12°41'30"E	17.29'
FP223	N50°11'10"E	12.17'
FP224	S19°14'14"E	13.21'
FP225	N35°14'37"E	22.18'
FP226	N65°50'01"E	7.92'
FP227	S48°23'39"E	6.30'
FP228	N36°53'08"E	20.81'
FP229	S84°36'02"E	28.75'
FP230	N62°00'24"E	44.39'
FP231	S83°37'51"E	76.54'
FP232	N50°08'36"E	34.31'
FP233	N01°19'50"W	60.20'
FP234	N29°26'03"E	111.38'
FP235	N09°09'52"W	27.08'
FP236	N80°20'42"E	13.86'
FP237	N05°59'45"E	27.84'
FP238	N24°45'27"E	249.21'
FP239	N07°56'12"W	24.48'
FP240	N28°52'20"E	159.67'
FP241	N74°40'01"E	35.08'
FP242	N20°26'12"E	83.68'
FP243	N25°48'12"E	77.68'
FP244	S11°25'28"E	39.85'
FP245	N22°18'35"E	42.14'
FP246	S88°52'18"E	9.86'
FP247	S15°09'58"E	77.53'
FP248	S86°05'49"W	34.53'
FP249	S49°01'30"E	18.62'
FP250	S26°59'54"E	41.58'

FP LINE TABLE		
LINE	BEARING	DISTANCE
FP251	S06°30'39"W	29.77'
FP252	S22°24'59"E	29.12'
FP253	S02°52'46"W	2.80'
FP254	S34°56'20"E	2.51'
FP255	S01°31'50"E	24.03'
FP256	S27°08'05"W	27.81'
FP257	S06°22'35"E	139.74'
FP258	S01°04'50"W	53.35'
FP259	S18°58'26"W	35.99'
FP260	S33°54'27"E	21.59'
FP261	S24°23'10"W	57.01'
FP262	S73°10'07"W	18.66'
FP263	S25°16'12"E	17.79'
FP264	S24°40'38"W	66.22'
FP265	N70°31'18"E	13.35'
FP266	S01°40'09"E	7.28'
FP267	S36°48'37"W	27.10'
FP268	S37°34'23"W	15.83'
FP269	S30°50'20"E	31.04'
FP270	S79°41'41"W	13.47'
FP271	N80°03'04"W	62.37'
FP272	N48°31'30"E	33.87'
FP273	S21°26'43"W	8.77'
FP274	N15°14'44"W	23.21'
FP275	N56°21'14"E	28.87'
FP276	S16°28'54"E	27.97'
FP277	N03°19'12"E	96.09'

EHS LINE TABLE		
LINE	BEARING	DISTANCE
EH1	S43°25'10"W	26.85'
EH2	S19°24'57"W	112.00'
EH3	S04°01'49"E	26.42'
EH4	S54°21'37"W	31.46'
EH5	S24°23'10"W	30.78'
EH6	S33°54'27"E	20.08'
EH7	S18°58'26"W	44.48'
EH8	S01°30'05"W	47.83'
EH9	S06°30'57"E	145.64'
EH10	S27°08'05"W	28.95'
EH11	S01°31'50"E	10.14'
EH12	S34°56'20"E	3.57'
EH13	S02°52'46"W	5.75'
EH14	S22°24'59"E	28.49'
EH15	S00°05'37"W	30.42'
EH16	S06°30'39"W	23.65'
EH17	S26°59'54"E	29.19'
EH18	S49°01'30"E	21.38'
EH19	N03°13'49"W	17.19'
EH20	N19°45'07"E	72.03'
EH21	N66°16'14"E	25.91'
EH22	S23°06'19"W	14.27'
EH23	S83°54'18"E	22.18'
EH24	N33°43'49"E	30.66'
EH25	S84°36'02"E	22.24'
EH26	N62°00'24"E	44.16'
EH27	S83°37'51"E	79.48'
EH28	N50°08'36"E	26.44'
EH29	S19°41'55"W	32.51'
EH30	S50°35'51"W	44.72'
EH31	S34°57'28"W	82.74'
EH32	N89°51'29"W	34.02'
EH33	S58°29'33"W	28.31'
EH34	S15°50'59"E	4.29'
EH35	S47°05'42"W	19.90'
EH36	S45°51'38"E	24.37'
EH37	N57°02'44"E	17.64'
EH38	S85°08'38"E	7.45'
EH39	N42°45'23"E	30.92'
EH40	N89°50'29"E	18.25'
EH41	N66°20'07"E	13.25'
EH42	N33°41'40"E	18.84'
EH43	N68°15'38"E	49.01'
EH44	S71°50'42"E	20.85'
EH45	N55°41'53"E	60.67'
EH46	N44°32'41"E	23.63'
EH47	N35°20'43"E	34.57'
EH48	N01°37'16"E	33.51'
EH49	N59°05'47"E	24.04'
EH50	N15°02'57"W	35.41'

EHS LINE TABLE		
LINE	BEARING	DISTANCE
EH51	N38°02'31"E	66.57'
EH52	N00°10'54"W	52.77'
EH53	S45°35'04"E	19.53'
EH54	S57°36'59"E	27.99'
EH55	S57°50'51"E	10.46'
EH56	S22°18'43"E	12.42'
EH57	S72°51'13"E	49.69'
EH58	S05°30'08"E	30.23'
EH59	S34°25'51"E	6.05'
EH60	N86°35'16"E	4.88'
EH61	S70°30'37"E	4.49'
EH62	N61°50'29"E	25.71'
EH63	S67°46'25"E	27.07'
EH64	N59°26'42"E	58.43'
EH65	N37°31'09"E	28.23'

SEQUENCE NUMBER

The WLB Group INC. **WLB**

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

PRV 2309-001
P24WS00013

FINAL PLAT

THE ENCLAVE AT TWIN PEAKS

LOTS 1 THROUGH 70, COMMON AREA "A" (OPEN SPACE, DRAINAGE, LANDSCAPE, PUBLIC UTILITIES), COMMON AREA "B" (RECREATION AREA, OPEN SPACE & PUBLIC UTILITIES). COMMON AREA "C" (OPEN SPACE, DRAINAGE & LANDSCAPE)
A PORTION OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

SCALE: 1" = 40'

DECEMBER, 2023 WLB JOB NO. 121021-A-002 SHEET 8 OF 8

G:\121021\Enclave at Twin Peaks\04-Final\PS_FINAL\ATE.dwg

TOWN OF MARANA

PROJECT AREA

- Marana Corporate Limits
- Parcels
- Project Area

N

500 250 0 250 500 Feet

By: SSR Date: 4/26/2024

W TWIN PEAKS RD

W CAMINO DE MANANA

W CAMINO DEL NORTE

N CAMINO DE OESTE

W LAMBERT LN

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Enclave at Twin Peaks		
Description of Project: Single Family Residential	Number of Lots: 70	
Parcel No.(s): 216-25-020C;020E;020F;019B;019E;015H;015J;015F;015M;015L	Gross Area (Acres): 38.69	
Project Address: 5347 W. Twin Peaks Rd		
Ref. Project No.: PCZ2011-002; PRV2205-007		

CONTACT INFORMATION

Owner: Fairfield Home	Contact Name: David Williamson		
Address: 6045 N. Campbell Av, 1st Floor	City: Tucson	State: AZ	Zip: 85718
Email: davidw@fairfield.net	Phone No.: (520) 730-6576		
Applicant: The WLB Group, Inc.	Contact Name: Linda Thompson		
Address: 4444 E. Broadway	City: Tucson	State: AZ	Zip: 85711
Email: lthompson@wlbgroup.com	Phone No.: (520) 390-1086		
Consultant/Engineer: The WLB Group, Inc.	Contact Name: Jerry Zillman		
Address: 1600 W. Broadway, Ste 150	City: Tempe	State: AZ	Zip: 85282
Email: jzillman@wlbgroup.com	Phone No.: (480) 736-1600		

OWNER/APPLICANT AUTHORIZATION

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

Linda Thompson	Linda Thompson Digitally signed by Linda Thompson Date: 2023.09.05 06:15:05 -07'00'	7/20/2023
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C4**

Meeting Date: 05/21/2024

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: May 21, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-046: Relating to Development; approving the Amended Final Plat for Tangerine/ I-10, Lots 4D-4H and Block "4" generally located south of Tangerine Road and west of Rillito Village Trail within Section 1, Township 12 South and Range 11 East, and Section 6, Township 12 South and Range 12 East (Scott S. Radden)

Discussion:

Request
Baker & Associates Engineering, Inc., representing the property owners, Tangerine/I-10, LLC, is requesting approval of a final plat for five commercial lots and one block, including access and utility easements, on 4.4 acres of land. The proposed subdivision is a resubdivision of the existing Block 1 of the Amended Final Plat for Tangerine/ I-10, Lots 3A-3D, Lots 4A-4C and Blocks 1-3, recorded in Seq. # 20231590263.

Location
The proposed subdivision is generally located south of Tangerine Road and west of Rillito Village Trail within Section 1, Township 12 South and Range 11 East and Section 6, Township 12 South and Range 12 East.

Zoning and Land Use
The zoning of the subdivision is Specific Plan (SP), as part of the Tangerine Commerce Park, approved per Marana Ordinance No 2005.27. The land use designation for this area is Commerce Park, which allows various commercial uses with no minimum lot

size. The minimum lot size provided is 26,925 square feet. The average lot size provided is 35,244 square feet. The maximum lot size provided is 42,231.

Access and Traffic Circulation
Access to Lots 4D-4H and Block "4" is provided through an existing 32-foot common access drive granted per supplementary declaration recorded at Seq. No. 20240810594, that is aligned with an existing access easement per Seq. No. 20231590263, associated with the Amended Final Plat Tangerine/ I-10, Lots 3A-3D, Lots 4A-4C, and Block 1-3 (to the west). The easements allow two access points, starting at Tangelo Park Place, continuing to the east, to Rillito Village Trail, located on the east side of the site.

Infrastructure and Utilities
All commercial parcels in the Tangerine Commerce Park Specific Plan area are served by Marana Water (water and sewer service), Southwest Gas and Tucson Electric Power.

Staff Recommendation:

Staff has reviewed the proposed final plat against the requirements of the Marana Town Code, the Tangerine Commerce Park Specific Plan, and the Marana General Plan. The proposed final plat is in substantial conformance with all required development regulations and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2024-046, approving the Amended Final Plat for Tangerine/ I-10, Lots 4D-4H and Block "4."

Attachments

Resolution No. 2024-046
Tangerine_I10_Lots4d-4H_Blk4 Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2024-046

RELATING TO DEVELOPMENT; APPROVING THE AMENDED FINAL PLAT FOR TANGERINE/ I-10, LOTS 4D-4H AND BLOCK "4" GENERALLY LOCATED SOUTH OF TANGERINE ROAD AND WEST OF RILLITO VILLAGE TRAIL WITHIN SECTION 1, TOWNSHIP 12 SOUTH AND RANGE 11 EAST, AND SECTION 6, TOWNSHIP 12 SOUTH AND RANGE 12 EAST

WHEREAS, on December 20, 2005, the Mayor and Town Council adopted Ordinance No. 2005.27, approving a rezoning of approximately 494 acres of land within Section 1, Township 12 South and Range 11 East and Section 6, Township 12 South and Range 12 East, including the property that is the subject of this plat, from Zone "F" (Calmat Specific Plan) to "F" (Specific Plan) creating the Tangerine Commerce Park Specific Plan; and

WHEREAS, on April 6, 2021, the Mayor and Town Council adopted Resolution No. 2021-041, approving the final plat for Tangerine/I-10 Lots 1 through 10, Parcel A; and

WHEREAS, on June 7, 2022, the Mayor and Town Council adopted Resolution No. 2022-053, approving the Amended Final Plat for Tangerine/I-10 Lots 3-5 & Block 1; and

WHEREAS, on June 6, 2023, the Mayor and Town Council adopted Resolution No. 2023-051, approving an Amended Final Plat For Tangerine/I-10 Lots 3A – 3D, Lots 4A – 4C, and Block "1" (Future Development), Blocks "2" And "3" (Open Space/Drainage); and

WHEREAS Baker & Associates Engineering, Inc., representing the property owners, Tangerine/I-10, LLC, has applied for approval of the Amended Final Plat for Tangerine/I-10, Lots 4D-4H and Block "4" located south of Tangerine Road and west of Rillito Village Trail; and

WHEREAS the Mayor and Town Council, at its May 21, 2024 meeting, determined that the Amended Final Plat for Tangerine/ I-10, Lots 4D-4H and Block "4" should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Amended Final Plat for Tangerine/I10, Lots 4D-4H and Block "4" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of May 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

DEDICATION

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

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

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. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPSE OR PURPOSES NOTED ON THIS PLAT.

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

AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 2402, AND NOT OTHERWISE

_____
TRUST OFFICER

BENEFICIARY - TRUST NO. 2402

R11 TANGERINE CORPORATION (AN ARIZONA CORPORATION)
3567 EAST SUNRISE DRIVE, #219, TUCSON, ARIZONA 85718
PHONE: 520-299-8424

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF PIMA } S.S.

ON THIS, THE _____ DAY OF _____, 20___, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NO. 2402, AND NOT IN ITS CORPORATE CAPACITY AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

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

_____
NOTARY PUBLIC

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 192,558 SF (4.4 ACRES).
2. THE TOTAL NUMBER OF LOTS IS 5.
   THE TOTAL NUMBER OF BLOCKS IS 1.
3. THE PROPOSED USE OF BLOCK "4" WILL BE FUTURE DEVELOPMENT.
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.0 MILES.
   TOTAL MILES OF NEW PRIVATE STREETS IS 0.0 MILES.
5. THE EXISTING ZONING IS SPECIFIC PLAN "F" TANGERINE COMMERCE PARK PER MARANA ORDINANCE NO. 2005.27.
6. MINIMUM PROVIDED LOT SIZE IS 26,925 SF.
   AVERAGE LOT SIZE IS 35,244 SF.
   MAXIMUM LOT SIZE PROVIDED IS 42,231 SF (LOT #4H - NOT A RESTRICTION).
7. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS 60 FEET, AND IS SUBJECT TO THE MASSING GUIDELINES SET FORTH IN SECTION VI. C.2.A. OF THE "TANGERINE COMMERCE PARK SPECIFIC PLAN".
8. BUILDING SETBACKS PER THE SPECIFIC PLAN "F" TANGERINE COMMERCE PARK, FOR COMMERCE PARK LAND USE, AS MEASURED FROM MAJOR ARTERIAL ROADS: FRONT = 30', SIDE = 20', REAR = 30'. OTHER SETBACKS WITHIN THE COMMERCE PARK LAND USE AREA ARE TO BE DETERMINED BASED ON APPLICABLE CODE REQUIREMENTS.
9. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
10. 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.
11. 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.
12. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
13. 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.
14. THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION ("CMID/CWUA"), ITS SUCCESSORS, ASSIGNS AND AGENTS, SHALL BE HELD HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE, BY REASON OF IRRIGATION FACILITY LEAKAGE, OVERTOPPING OR FAILURES.
15. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.

RECORDING DATA

STATE OF ARIZONA
COUNTY OF PIMA } S.S.

FEE _____
SEQUENCE NO. _____

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

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

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., TRUST NO. 2402, AS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS, AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ _____
TOWN OF MARANA — DATE

CERTIFICATIONS

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

BRIAN J. LIVERNOIS
ONPOINT SURVEYING, P.L.L.C.
REGISTERED LAND SURVEYOR NO. 58324
STATE OF ARIZONA

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

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

TOWN OF MARANA APPROVALS

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

BY: _____ _____
MARANA PLANNING MANAGER — DATE

ASSURED WATER SUPPLY

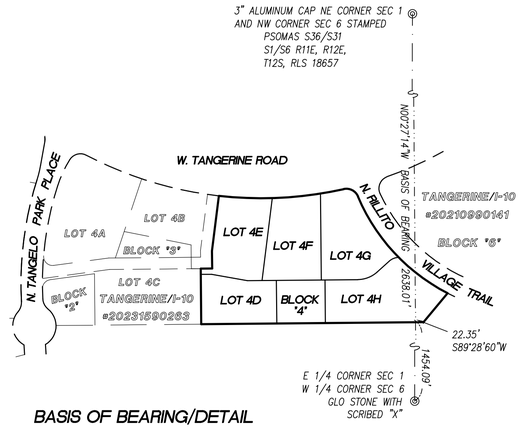
A CERTIFICATION OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE DIRECTOR OF WATER RESOURCES.

BY: _____ _____
MARANA WATER DIRECTOR — DATE

MARANA TOWN COUNCIL CERTIFICATION

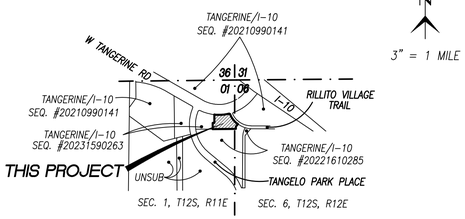
I, _____, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 20_____.

BY: _____ _____
CLERK OF THE TOWN OF MARANA — DATE



BASIS OF BEARING/DETAIL

THE BASIS OF BEARING IS THE EAST LINE OF THE NE 1/4 OF SECTION 1, T-12-S, R-11-E, G.&S.R.M. ACCORDING TO THE FINAL PLAT FOR TANGERINE/I-10 LOTS 1-10, PARCEL A, SEQUENCE NUMBER 20210990141, PIMA COUNTY, ARIZONA, THE BEARING OF SAID LINE IS NORTH 00°27'14" WEST.



LOCATION PLAN

BEING A PORTION OF SECTION 1, T12S, R11E AND SECTION 6, T12S, R12E
G&SR&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

———	SUBDIVISION BOUNDARY
—·—·—·—	SECTION LINE
●	FOUND 1/2" REBAR "RLS 58324", UNLESS OTHERWISE NOTED
⊡	FOUND SURVEY MONUMENT (CENTERLINE) 3" TOWN OF MARANA BRASS CAP WITH PUNCH ONLY
◙	SURVEY MONUMENT (CENTERLINE) TO BE SET BY A REGISTERED LAND SURVEYOR
⊥ OR ⌐○	1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
C5	CURVE DATA (SEE TABLE, SHEET #2)
L10	LINE DATA (SEE TABLE, SHEET #2)
— — — — —	EXISTING RIGHT-OF-WAY LINE
——— – ———	STREET CENTERLINE
— — — — —	EASEMENT LINE AS SHOWN (SEE ALSO NEW EASEMENT KEYNOTE, SHEET #2)
P/L	BOUNDARY/PROPERTY LINE

SHEET INDEX

SHEET #1	COVER SHEET, NOTES, BASIS OF BEARING DETAIL
SHEET #2	FINAL PLAT PLAN SHEET

ADMINISTRATIVE ADDRESS

9535 W TANGERINE RD, MARANA, AZ 85653

AMENDED FINAL PLAT for TANGERINE/I-10, LOTS 4D-4H AND BLOCK "4"

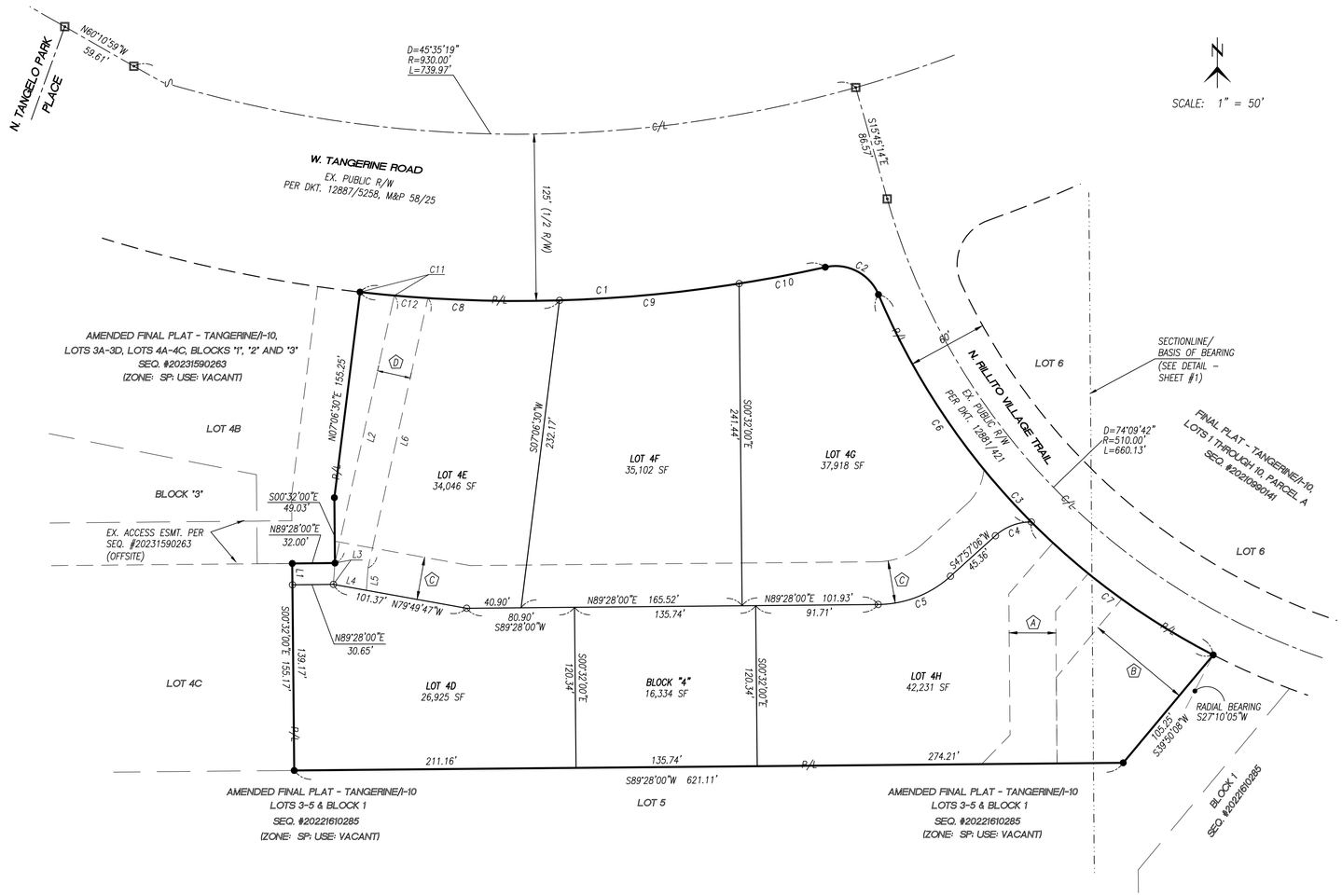
BEING A RESUBDIVISION OF BLOCK "1" AS RECORDED IN THE AMENDED FINAL PLAT FOR TANGERINE/I-10, LOTS 3A-3D, LOTS 4A-4C AND BLOCKS 1-3, SEQ. #20231590263, BEING A PORTION OF SECTION 1, T12S, R11E, AND SECTION 6, T12S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

#PRV2402-003 REF.: #PRV2303-001; #PRV2111-003; PRV2012-002 JOB #2609 DATE: 4/25/2024 SHEET 1 OF 2

SEQUENCE #_____

SEQUENCE #



NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	19°02'37"	1055.00	350.65
C2	79°39'47"	35.00	48.66
C3	39°54'28"	540.00	376.12
C4	42°13'34"	40.00	29.48
C5	41°30'54"	82.00	59.42
C6	21°55'28"	540.00	206.63
C7	17°59'00"	540.00	169.49
C8	08°07'49"	1055.00	149.71
C9	07°20'36"	1055.00	135.22
C10	03°34'12"	1055.00	65.73
C11	01°23'12"	1055.00	25.53
C12	01°22'18"	1055.00	25.25

CURVE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S00°32'00"E	16.00'
L2	S12°29'50"W	205.37'
L3	S04°16'43"W	16.06'
L4	N79°49'47"W	22.72'
L5	S04°16'43"W	16.84'
L6	N12°29'50"E	207.14'

LINE TABLE

EASEMENT KEYNOTES

(A) EX. VARYING WIDTH (MINIMUM 35') PUBLIC WATER AND PUBLIC SEWER EASEMENT GRANTED PER SEQ. 20231590263

(B) EX. PUBLIC U.S. DEPT. OF INTERIOR/BUREAU OF RECLAMATION EASEMENT (R.O.W.) PER DKT. 8801/1257 (CENTRAL ARIZONA PROJECT)

(C) EX. 32' COMMON ACCESS DRIVE GRANTED PER SUPPLEMENTARY DECLARATION RECORDED AT SEQ. NO. 20240810594 AND NEW 32' PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT

(D) NEW 25' PUBLIC SEWER EASEMENT GRANTED BY THIS PLAT

FOR INTERIOR GEOMETRY ONLY

REGISTERED LAND SURVEYOR 10784 WILLIAM H. BAKER, JR. ARIZONA U.S.A.

SEQUENCE #

AMENDED FINAL PLAT for
TANGERINE/I-10, LOTS 4D-4H AND BLOCK "4"

BEING A RESUBDIVISION OF BLOCK "1" AS RECORDED IN THE AMENDED FINAL PLAT FOR TANGERINE/I-10, LOTS 3A-3D, LOTS 4A-4C AND BLOCKS 1-3, SEQ. #20231590263, BEING A PORTION OF SECTION 1, T12S, R11E, AND SECTION 6, T12S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

#PRV2402-003 REF.: #PRV2303-001; #PRV2111-003; PRV2012-002 JOB #2609 DATE: 4/25/2024 SHEET 2 OF 2

SEQUENCE #

TOWN OF MARANA

PROJECT AREA

- Marana Corporate Limits
- Project Area
- Parcels
- Santa Cruz River

N

Feet

500 250 0 250 500

By: SSR Date: 4/26/2024

N CLARK FARMS BL

W MIKE ETTER BL

N ADONIS RD

N MANDARINA BL

W CROSSROADS TR

W TANGERINE RD

INTERSTATE 10

SANTA CRUZ RIVER

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Tangerine/I-10, Lots 4D-4H and Block "4"	
Description of Project: Final Plat for Commercial Development	Number of Lots: 5 + (1) Block
Parcel No.(s): 215-01-0370	Gross Area (Acres): 4.4
Project Address: 9583 W. Tangerine Road	
Ref. Project No.: Seq. No. 20231590263; PRV2111-003; PRV2012-002	

CONTACT INFORMATION

Owner: Tangerine/I-10 LLC	Contact Name: c/o Cottonwood Properties		
Address: 3567 E. Sunrise Dr., Ste. 219	City: Tucson	State: AZ	Zip: 85718
Email: bhallinan@cottonwood properties.com	Phone No.: (520) 299-8424		
Applicant: Baker & Assoc. Engineering (See Below)	Contact Name:		
Address:	City: Tucson	State: AZ	Zip:
Email:	Phone No.:		
Consultant/Engineer: Baker & Assoc. Engineering	Contact Name: Marty Magelli, P.E.		
Address: 3561 E. Sunrise Dr., #225	City: Tucson	State: AZ	Zip: 85718
Email: marty@baetucson.com	Phone No.: (520) 318-1950		

OWNER/APPLICANT AUTHORIZATION

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

William Hallinan		1/24/24
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C5**

Meeting Date: 05/21/2024

To: Mayor and Council

Submitted For: Laine McDonald, Town Magistrate

From: Trudi Shumate, Court Administrator

Date: May 21, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-047: Relating to Municipal Court; approving the reappointment of Dixie DeBonis as a civil traffic violation hearing officer for the Marana Municipal Court (Laine McDonald)

Discussion:

A.R.S. Section 28-1553 and Marana Town Code Section 5-2-3 provide that the Town Magistrate, with the approval of the Town Council, may appoint one or more hearing officers to preside over civil traffic violation cases. For a number of years, in the interests of efficiency and timely customer service, a civil traffic violation hearing officer has been appointed to assist with signing minute entries pertaining to civil traffic cases as well as signing orders amending civil traffic cases, when the judge is unavailable. To ensure consistent availability of a civil traffic violation hearing officer, Judge McDonald recommends the reappointment of Dixie DeBonis. On December 4, 2018, the Council appointed Dixie DeBonis as a civil traffic violation hearing officer for Marana Municipal Court. Ms. DeBonis had been concurrently reappointed at the same time as Judge McDonald's reappointments, from Ms. DeBonis' initial appointment through her resignation from the Town on October 29, 2021. Ms. DeBonis was rehired by the Court on March 11, 2024. Judge McDonald recommends that the Council reappoint Dixie DeBonis due to her exemplary performance in her previous role as a civil traffic violation hearing officer.

Staff Recommendation:

Staff recommends approving the reappointment of Dixie DeBonis as a civil traffic violation hearing officer for Marana Municipal Court.

Suggested Motion:

I move to adopt Resolution No. 2024-047 approving the reappointment of Dixie DeBonis as a civil traffic violation hearing officer for the Marana Municipal Court.

Attachments

Resolution No. 2024-047

MARANA RESOLUTION NO. 2024-047

RELATING TO MUNICIPAL COURT; APPROVING THE REAPPOINTMENT OF DIXIE DEBONIS AS A CIVIL TRAFFIC VIOLATION HEARING OFFICER FOR THE MARANA MUNICIPAL COURT

WHEREAS Section 5-2-3 of the Town Code provides that the Town Magistrate, with the approval of the Town Council, may appoint one or more hearing officers to preside over civil traffic violation cases; and

WHEREAS Dixie DeBonis, an employee of the Marana Municipal Court, was originally appointed as a civil traffic violation hearing officer on December 4, 2018, and was continuously reappointed from that date through her resignation from Town employment on October 29, 2021; and

WHEREAS Dixie DeBonis was rehired by the Marana Municipal Court on March 11, 2024; and

WHEREAS the Town Magistrate wishes to reappoint Dixie DeBonis to serve as a civil traffic violation hearing officer on as-needed basis; and

WHEREAS the Town Council finds that Dixie DeBonis possesses the requisite skill and character to perform as a civil traffic violation hearing officer.

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

SECTION 1. The Town Council hereby approves the reappointment of Dixie DeBonis to serve as a civil traffic violation hearing officer on an as-needed basis, with a term effective May 22, 2024, and expiring concurrent with the Town Magistrate's term.

SECTION 2. The Town Council further directs that hearing officer, Dixie DeBonis, who is a regular employee of the Town, shall receive no additional compensation as hearing officer other than regular pay and benefits as an employee of the Town.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of May, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C6**

Meeting Date: 05/21/2024

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: May 21, 2024

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2024-048: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement Regarding 911 Funding between the City of Tucson, acting as the System Administrator for Pima County, and the Town of Marana addressing responsibilities regarding the 9-1-1 system and distribution of 9-1-1 Revolving Fund money; rescinding Resolution No. 2021-061 (Chief Jeff Pridgett)

Discussion:

The Emergency Telecommunication System Revolving Fund (the "9-1-1 Revolving Fund") is administered by the Arizona Department of Administration ("ADOA"). ADOA annually enters into a grant agreement with the City of Tucson, the System Administrator for Pima County, regarding the distribution of 9-1-1 Revolving Fund money to Pima County Public Safety Answering Points ("PSAPs") as well as a GIS Support Memorandum of Understandig (the "GIS MOU"). Under the grant agreement, Tucson must have an agreement with each Pima County PSAP that addresses their respective responsibilities regarding the 9-1-1 system generally and the 9-1-1 Revolving Fund money specifically.

The proposed agreement between the City of Tucson and Marana, attached as Exhibit A to the Resolution, satisfies the requirements of the grant agreement and outlines responsibilities regarding the 9-1-1 system and 9-1-1 Revolving Fund money. The term of this agreement is effective retroactively from July 1, 2023 and continues through June 30, 2028.

This resolution also rescinds Resolution No. 2021-061, adopted by the Marana Town Council on May 4, 2021, and the 9-1-1 system agreement it approved because the previous version of the agreement was not fully executed by other parties.

Financial Impact:

This is a reimbursement type IGA. Budget appropriation is available in the current and in the next fiscal year.

Staff Recommendation:

Staff recommends approval of the Intergovernmental Agreement Regarding 911 Funding.

Suggested Motion:

I move to adopt Resolution No. 2024-048, approving and authorizing the Mayor to execute an Intergovernmental Agreement Regarding 911 Funding between the City of Tucson, acting as the System Administrator for Pima County, and the Town of Marana addressing responsibilities regarding the 9-1-1 system and distribution of 9-1-1 Revolving Fund money; rescinding Resolution No. 2021-061.

Attachments

Resolution No. 2024-048

Exhibit A to Resolution

MARANA RESOLUTION NO. 2024-048

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT REGARDING 911 FUNDING BETWEEN THE CITY OF TUCSON, ACTING AS THE SYSTEM ADMINISTRATOR FOR PIMA COUNTY, AND THE TOWN OF MARANA ADDRESSING RESPONSIBILITIES REGARDING THE 9-1-1 SYSTEM AND DISTRIBUTION OF 9-1-1 REVOLVING FUND MONEY; RESCINDING RESOLUTION NO. 2021-061

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

WHEREAS the Emergency Telecommunication Service Revolving Fund (the "9-1-1 Revolving Fund") was established pursuant to A.R.S. § 41-704 and is funded through the telecommunication service excise tax established by A.R.S. § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S. § 42-5402.; and

WHEREAS the 9-1-1-Revolving Fund is administered by the Arizona Department of Administration ("ADOA"); and

WHEREAS the Arizona 9-1-1 Program is designed to assist Public Safety Answering Points ("PSAPs"), which are operated by regional and local governmental jurisdictions and private emergency-services companies, perform activities related to implementation and operation of their respective emergency telecommunication systems using funds from the 9-1-1 Revolving Fund; and

WHEREAS to qualify for funding from the 9-1-1 Revolving Fund, the PSAPs for Pima County have established a 9-1-1 planning committee and selected a 9-1-1 System Administrator, the City of Tucson, to act as the fiscal agent for the distribution of the 9-1-1 Revolving Fund money allocated to the various PSAPs and, with the cooperation of Pima County, manage the area's Master Street Address Guide, which is a database of street names and house number ranges that define Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls; and

WHEREAS the City of Tucson annually enters into a grant agreement with ADOA regarding the distribution of 9-1-1 Revolving Fund money and GIS Support Memorandum of Understanding (the "GIS MOU"); and

WHEREAS the grant agreement requires the City of Tucson to enter an agreement with Pima County PSAPs to address their responsibilities regarding the 9-1-1 System and distribution of 9-1-1 Revolving Fund money; and

WHEREAS on May 4, 2021, the Town Council adopted Resolution No. 2021-061, approving a previous version of the Pima 9-1-1 system agreement but the approved agreement was never fully executed by other parties; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into an intergovernmental agreement with the City of Tucson to address responsibilities regarding the 9-1-1 System and distribution of 9-1-1 Revolving Fund money.

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

SECTION 1. Resolution No. 2021-061, adopted by the Marana Town Council on May 4, 2021, and the Pima 9-1-1 system agreement it approved are hereby rescinded.

SECTION 2. The Intergovernmental Agreement between the City of Tucson, acting as the System Administrator, and the Town of Marana to address responsibilities regarding the 9-1-1 System and distribution of 9-1-1 Revolving Fund money attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of May, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT REGARDING 911 FUNDING

1. **Background and Purpose**.

1.1. The Emergency Telecommunication Service Revolving Fund (the "**9-1-1 Revolving Fund**") was established pursuant to A.R.S. § 41-704 and is funded through the telecommunication service excise tax established by A.R.S. § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S. § 42-5402. The 9-1-1-1 Revolving Fund is administered by the Arizona Department of Administration ("**ADOA**").

1.2. The Arizona 9-1-1 Program is designed to assist Public Safety Answering Points ("**PSAPs**"), which are operated by regional and local governmental jurisdictions and private emergency-services companies, perform activities related to implementation and operation of their respective emergency telecommunication systems using funds from the 9-1-1 Revolving Fund.

1.3. To qualify for funding from the 9-1-1 Revolving Fund, the PSAPs for a defined geographic area must establish a 9-1-1 planning committee. PSAPs in Pima County have established a planning committee as required by the 9-1-1 Regulations.

1.4. The PSAPs in Pima County that are eligible to receive funding from the 9-1-1 Revolving Fund (the "**Pima PSAPs**") are as follows:

- Tucson 9-1-1 Emergency Communications Center – Primary PSAP
- Arizona Department of Public Safety Southern Communications Center – Secondary PSAP
- Marana Police Department – Primary PSAP
- Oro Valley Police Department – Primary PSAP
- Pima County Sheriff's Department Ajo – Primary PSAP
- Pima County Sheriff's Department – Primary PSAP
- Rural Metro Fire/Medical – Secondary PSAP
- University of Arizona Police Department– Primary PSAP
- Valley Emergency Communications Center – Secondary PSAP
- Global Medical Response Maricopa – Secondary PSAP

1.5. ADOA requires one of the PSAP operators for each geographical area to act as the "System Administrator" for that area. The System Administrator acts as the fiscal agent for the distribution of the 9-1-1 Revolving Fund money allocated to the various PSAPs and, with the cooperation of Pima County, manages the area's Master Street Address Guide, which is a database of street names and house number ranges that define Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of

9-1-1 calls.

1.6. The Pima PSAPs have selected the City of Tucson, an Arizona municipal corporation and the operator of the largest Pima PSAP ("**Tucson**"), to act as the System Administrator for the Pima County area. In that role, Tucson annually enters into a grant agreement with ADOA regarding the distribution of 9-1-1 Revolving Fund money for the Pima PSAPs (the "**Grant Agreement**") as well as a GIS Support Memorandum of Understanding (the "**GIS MOU**").

1.7. Under the Grant Agreement, ADOA disburses monies from the 9-1-1 Revolving Fund to Tucson to pay Arizona 9-1-1 Grant Program budgeted expenses for the Pima PSAPs.

1.8. The Grant Agreement requires Tucson to have an "MOU" with each Pima PSAP. Tucson and the Town of Marana, an Arizona municipal corporation ("**PSAP Operator**") are entering into this Agreement to satisfy this requirement and define their respective responsibilities regarding the 9-1-1 system generally and the 9-1-1 Revolving Fund money specifically. If PSAP Operator is a public entity, this Agreement is also an intergovernmental agreement under A.R.S. § 11-951.

1.9. The City of Tucson Mayor and Council have authorized the Director of the City's Public Safety Communications Department to execute this Agreement on the City's behalf.

2. **Effective Date and Duration**. Regardless of when this Agreement is executed by the parties, it will be deemed for all purposes to have been effective as of July 1, 2023 and will continue in effect through and including June 30, 2028.

3. **Termination**.

3.1. **Voluntary Termination by PSAP Operator**. To the extent permitted by law, the PSAP Operator may terminate this Agreement at any time, with or without cause, upon 60 days' prior written notice to Tucson.

3.2. **If Tucson Ceases Being System Administrator**. This Agreement will automatically terminate if Tucson ceases to serve in the capacity of Pima 9-1-1 System Administrator. If that occurs, Tucson will fully cooperate in transitioning the System Administrator duties to the new System Administrator.

3.3. **If the PSAP Operator is No Longer in the Pima 9-1-1**. This Agreement will automatically terminate if the PSAP Operator ceases to function as a PSAP or chooses to terminate participation in the Pima 9-1-1 planning committee.

3.4. **Cooperation in Event of Termination**. In the event of termination or cancellation of this Agreement, the Parties will cooperate to avoid any interruption of 9-1-1 services to the maximum extent possible.

4. **Grant Agreement**. A copy of the current Grant Agreement between Tucson and ADOA is attached to this Agreement as **Exhibit A**. A copy of the current GIS MOU is attached as Exhibit B. When the terms "Grant Agreement," and "GIS MOU" are used in this Agreement, they mean the then-current versions of those documents. Tucson will provide the PSAP Operator a copy of each annual Grant Agreement and GIS MOU, and any other agreement entered into by Tucson in its role as System Administrator, after it has been approved and executed by Tucson.

5. **General Obligations**. Each Party will comply with its responsibilities under this Agreement, the Grant Agreement, any other agreement entered into by Tucson in its role as System Administrator, and any applicable regulations or guidance from ADOA.

    5.1. **System Administrator**. Tucson will act as the System Administrator for the Pima 9-1-1 area and will comply with all the terms and conditions of the Grant Agreement and any other agreement entered into in its role as System Administrator. The PSAP Operator acknowledges and agrees that Tucson's obligations under this Agreement to pay expenses of the PSAP Operator are contingent on the receipt of funding from ADOA under the Grant Agreement.

    5.2. **Procedures**. The PSAP Operator will comply with specific procedures promulgated by Tucson for activities under this Agreement and will cooperate fully with Tucson to assist Tucson in fulfilling its responsibilities under the Grant Agreement and implementing any ADOA requirements.

    5.3. **Communications**. Tucson and the PSAP Operator will maintain open communication with one another regarding matters under this Agreement.

    5.4. **Familiarity with Obligations**. Tucson and the PSAP Operator will thoroughly review each Grant Agreement, any other agreement entered into by Tucson in its role as System Administrator, and any applicable ADOA rules or guidance, in order to understand and execute its responsibilities under this Agreement. Specifically, the PSAP Operator certifies that it meets all the funding eligibility criteria listed in the Grant Agreement and any ADOA rule or guidance and it hereby authorizes Tucson to act on its behalf as the System Administrator.

    5.5. **Contact Information**. The PSAP Operator will provide to Tucson the name and contact information for the individual designated to act on its behalf with respect to planning committee and under this Agreement.

6. **Service Plans and Budgets**. . The PSAP Operator will submit an annual Service Plan to ADOA in compliance with ADOA rules and guidance in order to be eligible for funding and will simultaneously provide a copy of the Service Plan to Tucson. The PSAP Operator will also assist Tucson with preparation of the Pima 9-1-1 budget that Tucson annually submits to ADOA on behalf of all Pima PSAPs.

7. **Payment Requests and Payments**.

    7.1. **Contracts**. The PSAP Operator will promptly provide to Tucson a copy of any 9-1-1 system contract that will be paid by Tucson under this Agreement, together with any related supporting documentation or information. Electronic forwarding is preferred in order to expedite processing.

    7.2. **Invoices**. The PSAP Operator will arrange for each of its vendors to send a copy of each invoice to Tucson as well and will review each invoice for accuracy and budget compliance. The PSAP Operator will promptly notify Tucson if it finds any inaccuracy or other problem with an invoice and will provide online billing and portal access to invoices when applicable. The PSAP Operator acknowledges that invoices must be submitted in a timely manner for payment under the Grant Agreement and that Tucson may reject any invoice that is not timely submitted.

7.3. **Payments and Reimbursement Requests**. Tucson will timely pay each timely submitted invoice, subject to correction of any defects identified by Tucson or the PSAP Operator and will submit reimbursement requests to ADOA under the Grant Agreement. At the request of the PSAP Operator, Tucson will provide it with bill-payment documentation regarding invoices submitted on its behalf.

7.4. **Reimbursement**. If ADOA does not reimburse Tucson for any invoice paid by Tucson under this Agreement, the PSAP Operator will reimburse Tucson for the expenditure upon demand. If ADOA reimburses Tucson but later determines that the particular expenditure was not allowable or that the PSAP Operator is no longer an eligible funding recipient, the PSAP Operator will promptly return the funds provided, either to Tucson or directly to ADOA.

8. **Reporting and Data Sharing**. The PSAP Operator will provide Tucson with, or provide direct access to, all information and reports, including GIS data, that Tucson needs, in a timely manner, so that Tucson can comply with its record-keeping and reporting requirements under the Grant Agreement and any other agreement entered into by Tucson in its role as System Administrator.

9. **Indemnification and Joint Defense**. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless each of the other Parties and its officers, officials, agents, employees, and volunteers (each, an “Indemnitee”), from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) suffered or incurred by the Indemnitee as a result of the negligent or wrongful acts or omissions of the Indemnitor, its officers, officials, agents, employees, or volunteers or as a result of the Indemnitor violating the Grant Agreement (including any warranty or certification made by it or made on its behalf) or any other agreement entered into by Tucson as the System Administrator. If a Party receives a third-party claim that is subject to this section, the Parties involved will meet expeditiously to discuss defense of the claim, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The obligations under this section will survive the termination of this Agreement.

10. **General**.

10.1. **Notice**. Any notice, consent or other communication ("**Notice**") required or permitted under this Agreement must be in writing and either delivered in person, by email, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service, addressed to the recipient as follows, or as otherwise directed by the Party in writing:

Tucson: Public Safety Communications Department
ATTN: 911 Administrator
4004 S Park Ave
Bldg #2
Tucson, AZ 85714

Or

contactpscd@tucsonaz.gov

PSAP Operator: contract information in the PSAP Operator’s then-current service plan.

10.2. **Amendment**. This Agreement may be amended only by a written document executed by a

duly authorized representative of each of the Parties.

10.3. **Third Parties**. This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement.

10.4. **Compliance with Applicable Laws**. Each Party will comply with all applicable laws, statutes, ordinances, executive orders, rules, will, standards, and codes of federal and state governments whether or not specifically referred to in this Agreement.

10.5. **Conflict of Interest**. This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

10.6. **Waiver**. The waiver by either Party of any breach of any term, covenant or condition of this Agreement is not a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

10.7. **Force Majeure**. Neither Party will be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event will exercise due diligence to remove such inability with all reasonable dispatch.

10.8. **Assignment**. Neither Party may assign its rights or obligations under this Agreement to another entity.

10.9. **Entire Agreement**. This Agreement, together with its exhibits and the annual Grant Agreements and other agreements entered into by Tucson in its role as System Administrator, represents the entire Agreement between the Parties and supersedes all prior negotiations, representations, or Agreements, either expressed or implied, written or oral.

10.10. **Governing Law; Venue**. This Agreement is governed by the laws of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement must be instituted only in a court of proper jurisdiction in Pima County, Arizona.

10.11. **Severability**. If any term or provision of this Agreement is determined to be illegal or unenforceable, the validity of the remaining provisions will not be affected.

10.12. **Headings**. Section headings are inserted in this Agreement solely for convenience and the section headings do not by themselves modify the meaning of any provision of this Agreement.

10.13. **Counterparts**. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

10.14. **Compliance with Civil Rights**. The Parties will comply with A.RS. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

10.15. **Joint Venture**. Nothing in this Agreement creates any partnership, joint venture or employment relationship among the Parties or creates any employer-employee relationship between a Party and the employees of any other Party.

10.16. **Supervision**. No employee, agent, or servant of a Party is, by virtue of this Agreement, an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

10.17. **E-Verify**. To the extent applicable under A.R.S. §§ 41-4401 and 23-214, the Parties represent and warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty will be deemed a material breach of the Agreement that could result in its termination.

10.18. **Workers' Compensation**. Each Party will comply with the notice requirements of A.R.S.§ 23-1022(E). For purposes of A.R.S. § 23-1022, each Party is the primary employer of all personnel currently or hereafter employed by that Party and that Party has sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

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Town of Marana, an Arizona municipal corporation.

_____
Ed Honea, Mayor

_____
Date

ATTEST

_____
David L. Udall, Town Clerk

_____
Date

APPROVED AS TO CONTENT

_____
Chief Jeffrey Pridgett, Marana Police Department

_____
Date

CITY OF TUCSON

_____
Communications Department Director

ATTEST

_____
City Clerk

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between the Town of Marana and the City of Tucson 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.

APPROVED AS TO FORM AND LEGAL AUTHORITY

_____
Jane Fairall, Town Attorney

CITY OF TUCSON:

_____
City Attorney

_____
Date

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-24-17

This Grant Agreement (**"Agreement"**) dated as of July 1st, 2023 is between the City of Tucson/Pima County 911, acting as System Administrator, (**"Grantee"**), and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA" or "Administrator"**), (Grantee and ADOA sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

The Grantee is applying for the Public Safety Answering Points (PSAPs) in its service area as outlined in its current Service Plan as filed with ADOA. Grantees must submit copies of executed Memorandum of Understandings (MOUs) between each PSAP in its Service Plan and the System Administrator.

AUTHORIZATION; BACKGROUND

A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund ("Fund") in accordance with A.R.S. 11-951; 11-952 and 41-101.01. The Arizona 9-1-1 Program ("Program") managed by the Arizona Strategic Enterprise Technology (ASET) division of ADOA, is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, to perform activities related to implementation and operation of their respective emergency telecommunication systems.

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is the distribution and administration of funding per A.R.S § 41-704. ADOA guidelines support the use of the Fund in accordance with the ARS § 41-704 for activities such as:

- Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support. The National Emergency Number Association (NENA) defines NG9-1-1 as: an Internet Protocol (IP) based system comprising managed Emergency services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provide additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for PSAPs and other emergency services organizations.
- Facilitation of the migration of the State's PSAPs to the NG9-1-1 capabilities
- Migration to an ESINet
- Establishment of IP-backbone networks, connectivity, and application layer software infrastructure needed to interconnect the multitude of emergency response organizations statewide
- Implementation of solutions that meet or exceed the NENA, Federal Communications Commission (FCC), international, and industry standards or requirements.

TERM, EFFECTIVE DATE AMENDMENT, AND TERMINATION

This Agreement and the Period of Performance will be effective on July 1, 2023 and terminate on June 30, 2024, unless extended or terminated. This Agreement expires at the end of the Period of Performance unless prior written approval for an extension has been obtained by the Grantee from ADOA, subject to termination (Section 5.2).

A request for an extension must be received by ADOA, sixty (60) days prior to the end of the Period of Performance. ADOA, in its sole discretion, may approve an extension to further the goals and objectives of the Program, and determine the length of any such extension. Only critical amendments will be considered by ADOA and such amendments will only be entered into in writing and in the sole discretion of ADOA. Any requested

change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

GRANTEE REPRESENTATIONS

1. Grantee represents, as a condition to the Grant Award that the following representations are true and understands that ADOA has relied upon these representations in its Award decision:

1.1 Grantee understands that for a PSAP to be eligible for funding through its System Administrator it must meet the following Criteria:

1.1.1 Monitor the 9-1-1 service system level of service to ensure that the standards in Arizona Administrative Code Section R2-1-407 are met. Once each fiscal year, the PSAP manager shall obtain a report regarding the 9-1-1 level of service from the Originating Service Provider in the local exchange area. If the report provided by the Originating Service Provider indicates that the required service level is not being met, the PSAP manager shall:

i. Request the telephone company to prepare plans, specifications, and cost estimates to raise the level of service to that required in R2-1-407.
ii. Notify the Assistant Director under R2-1-406 if, based on information provided by the telephone company, modifications to the system are necessary.

1.1.2 Provide service to all callers within its service area 24 hours each day, 7 days a week. To qualify as a primary or secondary PSAP, the PSAP must receive a minimum of three hundred (300) 9-1-1 emergency calls per month per Arizona Administrative Code Section R2-1-408.

i. If a PSAP does not receive a minimum of three hundred (300) 9-1-1 emergency calls per month, the System Administrator must submit a letter of justification explaining why the PSAP should qualify for funding. The letter of justification will be approved or disapproved in the sole discretion of the State 9-1-1 Office.

1.1.3 Refer all calls entering the 9-1-1 service system that do not require a public or private safety response unit to be dispatched to a non-9-1-1 telephone number.

1.1.4 Designate a telephone number other than 9-1-1 as a backup number in case the 9-1-1 service system fails. The designated alternate telephone number shall be published in the public telephone directory by the local public safety agency.

1.1.5 Develop and maintain a system for recording 9-1-1 calls received by the PSAP. The records shall be retained for at least 31 days from the date of the call and shall include the following information:

a. Date and time the call is received
b. Nature of the problem
c. Action taken by the dispatcher

1.1.6 Provide a current and valid GIS Support Memorandum of Understanding (MOU) with the Arizona State 9-1-1 Program to ensure that there is the ability to geospatially route calls.

1.2 Grantee represents that it has exercised its due diligence to determine that the statements in Section 1.1 are true and accurate for each PSAP that is subject to this Grant Agreement.

1.3 Grantee represents that it will monitor continued compliance by the PSAPs under its jurisdiction with the statements in Section 1.1 and agrees to inform ADOA in writing of any change in status during the term of the Period of Performance and that such change may result in a change in its Award for the duration of the Period of Performance.

1.4 Grantee must have signed GIS MOU with ADOA by June 30th, 2023 to ensure that GIS support services are provided to each applicant whether through direct service or a third party.

1.5 Grantee agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

OBLIGATIONS OF THE PARTIES

2. Responsibilities of the Grantee

2.1 Grantee agrees that Grant Funds granted to it under this Agreement will be used in accordance with the approved application, applicable statutes, program rules,and guidelines.

Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that ADOA has the right to obtain, reproduce, publish, or use data provided under this Award in accordance with applicable statutes, rules, and guidelines.

2.2 ADOA guidelines support the use of these Grant Funds granted under this Agreement in accordance with the ARS § 41-704 for activities as follows:

2.2.1 Equipment

Necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state. Priority shall be given to establishing emergency telecommunication services in those areas of the state that are without emergency telecommunication services. See 2.2.4 below regarding any GIS related services.

2.2.2 Contractual Costs:

a. Monthly recurring costs of emergency telecommunication services, including expenditures for capital, maintenance and operation purposes.
b. A wireless carrier's costs associated with the provision, development, design, construction and maintenance of the wireless emergency telecommunication services in an amount that the wireless carrier has not recovered through the deduction mechanism specified in federal law.

2.2.3 Administrative Costs:

ARS § 41-704, section B, subsection 2, allows Administrative Costs to be ⅓ of 5% of the total Fiscal Year 2022 State 911 Revenue to be used for necessary or appropriate costs or consultant fees. Administrative funding will be allocated using the below formula:

System Award × 1.67%. Grantee agrees that the following types of activities will be reimbursed only through Administrative Costs and subject to the aggregate limitation on such costs:

a. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator's agency.
b. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.
c. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.
d. Supplies. Costs associated with supplies related to System Administration functions.

e. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.

2.2.4 Special Requirements: Contractual - GIS Projects:
In order to receive funding from the Arizona State 9-1-1 Program to support GIS NG9-1-1 projects, the 9-1-1 system must meet the following requirements:

a. Have a current and valid GIS Support MOU (Memorandum of Understanding) with the Arizona State 9-1-1 Program, which outlines the terms and conditions for providing GIS services and support.
b. Be committed to comply with all GIS requirements for geospatial call routing, which includes having accurate and up-to-date geographic data for the areas covered by the 9-1-1 system.
c. Have demonstrated a need for the funding to support the implementation or maintenance of GIS capabilities. This means that the 9-1-1 system has identified specific projects or activities that require funding to improve or maintain its GIS capabilities, and has provided evidence or documentation to support the need for the funding.

Priority of GIS Work: The PSAPs are responsible for doing the GIS work in the following order of priority:

1. Directly
2. Utilizing Program Staff
3. Through existing State GIS contracts regardless of funding availability.

2.2.5 Restrictions on Use of Grant Funds:
Grant Funds granted under this Agreement may not be used for any other purposes than specifically specified above including, without limitation, for the following kinds of activities:

1. Costs associated with PSAP relocation, move, or remodel;
2. Back-up sites;
3. Late payment fees, unless approved in advance and in writing;
4. Equipment replacement not pre approved pursuant to the grant process;
5. Buildings, facilities, or vehicles.

2.3 Service Plans
Grantees must submit a current Service Plan to ADOA. If a Service Plan is not complete, a letter requesting an extension with an estimated completion date must be submitted and approved before the Grant Award and before any financial reimbursements will be made.

2.4 Memorandum of Understanding
Grantees must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made. MOUs must outline the relationship between the entities to allow the System Administrator to act on behalf of the PSAP within its region.

2.5 Financial
Grantee understands that Grant Funds awarded under this Agreement may not be released until Grantee is compliant with all requirements of this Agreement. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

The final request for reimbursement of Grant Funds must be received by ADOA no later than forty-five (45) days after the last day of the Performance Period. All goods and services must be received or have

reasonable expectations thereof and placed in service by Grantee by the expiration of the Performance Period.

Grantee agrees that all encumbered Grant Funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of the Performance Period. After that any unexpended Grant Funds must be remitted to ADOA.

2.6 Reporting Requirements

Grantee agrees that it will submit financial reports to ADOA in a format provided by ADOA, documenting the activities supported by the Program and this Agreement and provide an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payment purposes.

Required GIS and financial reports must be submitted according to the following schedule(s):

Report Type	Due Date
Programmatic Reports - defined below	
GIS Data	Quarter 1 - September 30th, 2023 Quarter 2 - December 31st, 2023 Quarter 3 - March 31st, 2024 Quarter 4 - June 30th, 2024
Financial Reports - details below	
Monthly request for reimbursement	Monthly on the 25th

*More frequent reports may be required for Grantees who are considered high risk as determined by the Program in its sole discretion.

RESPONSIBILITIES OF THE STATE

3. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $2,060,219 (Award). Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 10 business days.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Equipment	$0.00
Contractual/Outside Services	$2,026,378.00
GIS Services	$0.00
Administrative Costs	$33,841.00

GRANT ADMINISTRATION AND OPERATION

4.1 Records
Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other "records" relating to the acquisition and performance of this Agreement for a period of five (5) years after the completion of the Award.

4.2 Non-Discrimination
The Grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.3 Audit
Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years thereafter, the Grantee's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of this Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.

4.4 Facilities Inspection and Materials Testing
The Grantee agrees to permit access to its facilities, and the Grantee's processes or services, at reasonable times for inspection of the facilities or materials covered under this Award. The State shall also have the right to test, at its own cost, the materials to be supplied under this Award. Neither inspection of the Grantees facilities nor materials testing shall constitute final acceptance of the materials or services.

4.5 Advertising, Publishing and Promotion of Award
The Grantee shall not use, advertise or promote information concerning this Award without the prior written approval of the Administrator.

4.6 Immigration
In accordance with A.R.S. § 41-4401, Grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Award. The State shall retain the right to perform random audits of Grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Award for default and suspension.

4.7 Personnel
Grantee warrants that its personnel will perform their duties under this Agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Award.

4.8 False Statements
Grantee represents and warrants that all statements and information Grantee prepared and submitted in response to the Request for Grant Application or as part of the Grantee documents are current, complete, true, and accurate. If the Administrator determines that Grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the Award, the Administrator may determine that Grantee has materially breached this Agreement and may void the submitted application and any resulting Agreement.

TERMS AND CONDITIONS

5.1 Availability of Grant Funds for the Current State Fiscal Year
Should the State Legislature enter back into session and amend A.R.S § 41-704, amend any related statute, or for any other reason, the related services will not be funded and the State may take any of the following actions:

- Decrease the Award to the Grantee;
- Cancel the Award; or
- Cancel the Award and re-solicit.

5.2 Termination

5.2.1 The State may terminate the Agreement in whole or in part due to the failure of the System Administrator to comply with any term or condition of the Agreement, or to make satisfactory progress in performing the Agreement. The State shall provide written notice of the termination and the reasons for it to the System Administrator. Upon termination under this paragraph, all documents, data, and reports prepared by the System Administrator under the Agreement shall become the property of and be delivered to the State on demand.

5.2.2 The State may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement.

5.2.3 The System Administrator shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

5.2.4 Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent Grant Funds, perform an audit of expended Grant Funds, and require the return of any previously spent Grant Funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5.3 Entire Agreement
This Agreement contains the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous Agreements, understandings, and inducements, whether express or implied, oral or written. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

5.4 Waiver
The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

5.5 Governing Law
The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

5.6 Assignment; Delegation

Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

5.7 Counterparts
This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

5.8 Business Day
If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

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

5.10 Notifications
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program of ADOA:
Arizona Department of Administration
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the Grantee:
City of Tucson
4004 S Park
Tucson, AZ 85714
ATTENTION: Geoffrey Kuhn

IN WITNESS WHEREOF, the parties have made and executed the Agreement for the date first above written.

FOR GRANTEE:

10/10/2023

Authorized Signatory — Date

Geoffrey Kuhn, Public Safety Communications Deputy Director

Printed Name and Title — Date

JHynes for City Attorney Mike Rankin — 10/10/2023

Additional signature(s) if required by political subdivision — Date

Mike Rankin, City Attorney — 10.11.2023

Printed Name and Title — Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Travis J Jensen — 10/13/23

Arizona 9-1-1 Program — Date

Arizona Department of Administration

ARIZONA
DEPARTMENT OF ADMINISTRATION
TECHNOLOGY

Arizona 9-1-1 Program
Memorandum of Understanding (MOU)
Geospatial Support Services for
Next Generation 9-1-1

For Assistance:

If you have questions about this MOU, please contact:

Travis Jensen, 9-1-1 Administrator
travis.jensen@azdoa.gov

Eric Shreve, 9-1-1 Geospatial Manager
eric.shreve@azdoa.gov

Prepared March 2024

Arizona Department of Administration

Arizona 9-1-1 Program

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ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
MEMORANDUM OF UNDERSTANDING FOR
GEOGRAPHICAL INFORMATION SYSTEMS (GIS) SUPPORT SERVICES

This Memorandum of Understanding (MOU) between the Arizona 9-1-1 Program (Program) managed by the Arizona Department of Administration (ADOA) and System Administrator signatory to this MOU which manages 911 systems (Systems). This MOU outlines the roles, responsibilities, and expectations of the parties in relation to the provision of GIS in support of Next Generation (NG) 9-1-1 in the State of Arizona.

WHEREAS, the Arizona 9-1-1 Program and 911 systems managed by System Administrators both recognize the importance of providing GIS for communities in the State of Arizona in order to improve the efficiency and effectiveness of emergency response; and

WHEREAS, ADOA has the authority to enter into this MOU in order to achieve this purpose pursuant to A.R.S. 18-104 A 15;

NOW THEREFORE, the Arizona 9-1-1 Program and the System Administrator (on behalf of the 911 Systems it manages) agree to enter into this MOU in order clarify responsibilities for GIS in support of NG911 Systems for communities in Arizona.

The parties agree to the terms and conditions contained in this MOU as follows:

Section 1: Purpose

The purpose of this MOU is to establish a relationship between the Arizona 9-1-1 Program within the Arizona Department of Administration and the System Administrator of the 911 Systems to which this MOU applies. This MOU is designed to clarify the GIS capabilities required by the System Administrator(and the PSAPs under this management) and to identify GIS support that may be available for communities in the State of Arizona.

The capabilities and related support will include:

- creating and maintaining accurate and up-to-date geospatial data layers
- resolving ALI/TN/MSAG discrepancies
- integrating GIS data including site structure address points, road centerlines, emergency service boundaries, into emergency response systems
- updating Vesta Map Local
- submitting geospatial data to GeoComm
- helping to maintain geospatial continuity for NG9-1-1 routing

The underlying goal of these arrangements are to improve the efficiency and effectiveness of emergency response in Arizona communities utilizing Next Generation (NG) 911 technology.

Section 2: Definitions

Definitions used in this document are listed below. Some of the technical definitions were taken from the NENA Knowledge Base Glossary - National Emergency Number Association in effect at the time of this MOU.

- **Automatic Location Information (ALI)** is the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.
- **Computer Aided Dispatcher (CAD)** is a computer-based system, which aids PSAP Telecommunicators by automating selected dispatching and record keeping activities.
- **Emergency Call Routing Function (ECRF) Emergency Service Boundary** is a functional element in NGCS (Next Generation Core Services) which is a LoST (Location-to-Service Translation) protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency.
- **Emergency Service IP Network (ESInet)** is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based internetwork (network of networks). The term ESInet designates the network, not the services that ride on the network. See NG9-1-1 Core Services.
- **Geographic Information System (GIS)** is a system for capturing, storing, displaying, analyzing, and managing data and associated attributes which are spatially referenced.
- **Location Validation Function (LVF)** is a functional element in an NGCS (Next Generation 9-1-1 Core Services) that is a LoST protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency call, and adequate and specific enough to direct responders to the right location.
- **Master Street Address Guide (MSAG)** is a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.
- **National Emergency Number Association (NENA)** is referred to as The 9-1-1 Association, which is fully dedicated to the continued improvement and modernization of the 9-1-1 emergency communication system. NENA's approach includes research, standards development, training, education, certification, outreach, and advocacy through communication with stakeholders. As an ANSI-accredited Standards Developer, NENA works with 9-1-1 professionals, public policy leaders, emergency services and telecommunications industry partners, like-minded public safety associations, and more. Current NENA activities center on awareness, documentation, and implementation for Next Generation 9-1-1 (NG9-1-1) and international three-digit emergency communication systems. NENA's worldwide members join with the emergency response community in striving to protect human life, preserve property, and maintain the security of all communities.

- **Next Generation 9-1-1 (NG9-1-1)** is an IP-based system comprised of hardware, software, data, and operational policies and procedures that:

  (A) provides standardized interfaces from emergency call and message services to support emergency communications;

  (B) processes all types of emergency calls, including voice, data, and multimedia information;

  (C) acquires and integrates additional emergency call data useful to call routing and handling;

  (D) delivers the emergency calls, messages, and data to the appropriate public safety answering point and other appropriate emergency entities;

  (E) supports data or video communications needs for coordinated incident response and management.

- **Next-Generation Core Services (NGCS)** is the set of services needed to process a 9-1-1 call on an ESInet. It includes, but is not limited to, the ESRP, ECRF, LVF, BCF, Bridge, Policy Store, Logging Services, and typical IP services such as DNS and DHCP. The term NG9-1-1 Core Services includes the services and not the network on which they operate. See Emergency Services IP Network.

- **Public Safety Answering Point (PSAP)** is a physical or virtual entity where 9-1-1 calls are delivered by the 9-1-1 Service Provider.

- **RCL (Road Centerlines)** is a GIS feature that represents a centerline of a roadway. Each RCL segment has a beginning point, end point and consequently a direction of flow from beginning to end. A RCL typically has street number range information (High and Low) attributed to each segment in order to facilitate geocoding.

- **Site Structure Address Points** Any city-style address that includes a house number and a street name is considered a Civic Address. Civic Addresses include a community name that may or may not be recognized by the USPS or be MSAG valid. Civic Addresses may be used as Postal addresses if recognized by the USPS. Civic Addresses may be used as MSAG addresses if they are an exact match to the MSAG address. A rural route delivery address or FPO or APO address is not considered a Civic Address.

Section 3: Scope

3.0 The Systems wishing to utilize NG911 technology provided by the State of Arizona through it's Program must perform activities related to implementing and operating of their respective emergency telecommunication system as follows:

3.01 Site Structure Address Point: creating and maintaining accurate and up-to-date site structure address points for emergency response.

3.02 Road Centerline: creating and maintaining accurate and up-to-date road centerlines for use in emergency response.

3.03 Emergency Service Boundary: creating and maintaining accurate and up-to-date emergency service boundaries for use in emergency response.

3.04 Resolving ALI/TN/MSAG Discrepancies: resolving any discrepancies in the Automatic Location Information (ALI), Telecommunication Number (TN), and Master Street Address Guide (MSAG) systems that may impact NG911 call routing.

3.05 Field Verify Address Discrepancies: verifying address discrepancies and providing mobile tools such as Survey123 and ArcGIS Field Maps to verify civic locations.

3.06 Updating Vesta Map Local and Solacom Guardian: submitting geospatial data to GeoComm for inclusion in the Vesta Map Local system and updating Solacom Guardian mapping as needed.

3.07 Updating unique requirements for RapidDeploy Radius Map: updating any unique requirements for the RapidDeploy Radius Map as needed.

3.08 CAD GIS support from NG9-1-1 datasets: integrating GIS data from NG9-1-1 datasets into Computer Aided Dispatch (CAD) Systems, as needed.

3.09 Arizona Spatial Data Infrastructure (SDI): leveraging and standing up processes/workflows on Arizona Spatial Data Infrastructure (SDI), known as AZGeo, when a 9-1-1 system cannot stand up GIS Enterprise Infrastructure and leverage web-based editing tools.

3.10 1Spatial: using 1Spatial's reporting solution 1Data Gateway to show data quality, quantity, and time when data was last submitted to the Program for synchronization into the Spatial Interface (SI) at least quarterly. The following data layers will be shared although additional data layers may be requested in support of the statewide initiative.

- Road Centerlines
- Site Structure Address Points
- Emergency Service Zone and/or Emergency Service Boundaries to include PSAP, Law, Fire, and EMS
- Provisioning Boundary
- Parcels

3.11 Additional GIS or mapping support services: taking all actions to comply with GIS requirements for geospatial call routing, which includes having accurate and up-to-date geographic data for the areas covered by the 9-1-1 System and providing additional GIS, GIS Infrastructure, or mapping support services as needed to assure compliance regardless of funding availability. .

Section 4: Obligations of the Parties

4.01 First, the System Administrators, either directly or through the PSAPs in their purview shall provide the necessary resources and support to carry out the activities outlined in Section 2 and elsewhere in this MOU. They will also provide access to relevant data and systems, collaborate with the Program and State contracted vendors, and participate in training or technical assistance to advance its capabilities.

4.02 Second, the Program will provide GIS support to the System Administrator as outlined in the Scope (Section 2) of this MOU as necessary and appropriate subject to staffing and funding limitations prioritized based on the criticality of need as determined by the Program and at their sole discretion.

4.02.01 The support will include identified specific projects or activities to improve or maintain its GIS capabilities, based upon evidence or documentation to support the need.

4.02.02 If the 9-1-1 system cannot remediate the issues within a two-week window or is non-communicative, the 9-1-1 program will make the necessary changes and process the data. The updated dataset will then be provided to the 9-1-1 system to integrate into their database

4.03 Third, and to the extent necessary, the System Administrator and/or the PSAP within its jurisdiction shall engage State GIS contracted vendors under existing State contracts to close any significant gaps in their capabilities.

4.04 The System Administrator and the State 911 Program will each designate a primary point of contact for coordinating and communicating regarding the activities outlined in this MOU.

4.05 All statements in this MOU made by the System Administrator, bind all Public Safety Answering Points (PSPs) within the territory that the System Administrator covers. Any exceptions must be noted in advance in writing as an addendum to this MOU.

Section 5: Governance

5.0 A.R.S. 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund. The substantive laws and rules of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance, and enforcement of this MOU.

5.01 The Program oversees the NG9-1-1 GIS system in Arizona.

5.02 The Program has the authority to develop and maintain the NG9-1-1 GIS system.

5.03 System Administrators will comply with the rules and regulations established by the Program about the NG9-1-1 GIS system including its authorized users.

5.04 The Program will determine asset ownership for the NG9-1-1 GIS system by the rules and regulations established by the Program

5.05 The Program will determine financial obligations for the NG9-1-1 GIS system in accordance with the rules and regulations established by the Program.

5.06 The Program will maintain the NG9-1-1 GIS system, including networks, equipment, techniques, and licenses.

5.07 System Administrator will cooperate with the Program to maintain the NG9-1-1 GIS system and provide necessary resources and support in relation to its coverage area

Section 6: Policy

6.0 It is agreed and understood by the parties that:

6.01 The Program will develop practices, procedures, methods, and standards for the Program about the NG9-1-1 GIS system.

6.02 System Administrators will follow the practices, procedures, methods, and standards established by the Program about the NG9-1-1 GIS system.

6.03 The Program will determine the authorized use of the NG9-1-1 GIS system and network by state law and the rules and regulations established by the Program.

6.06 The System Administrator shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

Section 7: Term; Amendments

7.01 Term: This Agreement will commence on July 1, 2024, and terminate on June 30, 2027, unless otherwise extended or renewed. This agreement expires at the end of its term unless the System Administrator has obtained prior written Program approval for an extension or renewal.

7.02 Renewal: This MOU is subject to renewal every three years, coinciding with the state fiscal cycle, upon mutual written agreement of both parties. The intent to renew or any modifications to the MOU must be communicated and agreed upon in writing by both parties no later than sixty (60) days prior to the end of the current term.

7.03 Updates: The Program and the System Administrator may initiate updates or changes to this MOU as needed. Updates or changes to this MOU will be made in writing and must be agreed upon by both parties.

Section 8: Commitment

This MOU is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this MOU and no other understanding either oral or in writing shall be binding. The provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the MOU. The System Administrator shall not assign any right nor delegate any duty under this MOU without the prior written approval of the State. The State shall not unreasonably withhold approval.

Section 9: Arbitration

The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

Section 10: Availability of Funds

10.01 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this MOU beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this MOU beyond the current State Fiscal Year until funds are made available for performance of this MOU.

10.02 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and the related services are not funded, the State may take any of the following actions:

10.02.1. Cancel the MOU; or

10.02.02. Cancel the MOU and re-acquire the services in another manner.

Section 11: Indemnification

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

Section 12: Force Majeure

Neither the System Administrator nor State shall be liable to the other nor deemed in default under this MOU if and to the extent that such party's performance of this MOU is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Section 13: Confidentiality and Data Privacy

13.01 This Section 13 applies to the extent the subject of this MOU includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.02 **Data Protection and Confidentiality of Information.** System Administrator warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created in any way related to this MOU, provided to System Administrator by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

13.02.01 System Administrator shall provide the State with a copy of its Disaster Recovery Plan upon request. The Disaster Recovery Plan shall outline the System Administrator's actions, with timelines, in the event of a natural disaster, cyber-attack or loss of ability to operate and perform services under this MOU.

13.02.02 System Administrator shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external data breach, internal data breach, system failure, or procedural lapse within twenty-four (24) hours of a data breach, by sending an email to the Arizona Department of Homeland Security at AZSOC@azdohs.gov, reporting the incident that occurred; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

13.02.03 System Administrator shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the MOU, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.03 **Personally Identifiable Information**. Without limiting the generality of the above, System Administrator warrants that it will protect any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the MOU. For purposes of this paragraph:

13.03.01 PII has the meaning given in the Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

13.03.02 "protect" means taking measures to safeguard personally identifiable information and prevent its data breach that are functionally equivalent to those called for in that OMB Memorandum and elaborated on in the General Services Administration (GSA) *Directive CIO P* 2180.*1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://dpcld.defense.gov/Privacy/Authorities-and-Guidance/

NOTE (2): For convenience of reference only, the GSA directive is available at:

https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-

Section 14: Termination for Default

14.01. The State may terminate the MOU in whole or in part due to the failure of the System Administrator to comply with any term or condition of the MOU, or to make satisfactory progress in performing the MOU. The State shall provide written notice of the termination and the reasons for it to the System Administrator. Upon termination under this paragraph, all documents, data, and reports prepared by the System Administrator under the MOU shall become the property of and be delivered to the State on demand.

14.02. The State may, upon termination of this MOU, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this MOU.

14.03 The System Administrator shall continue to perform, in accordance with the requirements of the MOU, up to the date of termination, as directed in the termination notice.

Section 15: Signatures

All finalized attachments should be included for each party to review before signing. There should be the corresponding number of original copies of the Agreement to sign as there are parties, for each party to have a signed original for their official government record.

15.01 This Agreement is executed in duplicate originals.

[State of Arizona 9-1-1 Program]

By:_____

Printed Name:_____

Title:_____

Date:_____

[9-1-1 System Administrator]

By: [signature]

Printed Name: Geoffrey Kuhn

Title: Deputy Director - PSCD

Date: 4/30/2024

Council-Regular Meeting **C7**

Meeting Date: 05/21/2024

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: May 21, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Procurement; ratifying the Town Manager's approval of a change order to the Lon Adams Rd. Reconstruction (ST068) construction contract with ISX Construction LLC in the amount of $9,272.35; authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Fausto Burruel)

Discussion:

Marana Town Code Section 3-4-7(B)(3) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed $100,000. However, Section 3-4-8(B) provides that the town manager or designee may approve change orders to public improvements contracts that exceed the authority otherwise granted by this section if the town manager reasonably determines that doing so will avoid unnecessary contractor delay claims or costs or public health or safety hazards that would otherwise occur while awaiting town council approval, provided that town council ratification occurs as soon as practicable thereafter.

The budget for fiscal year 2023-2024 was adopted on 06/20/2023. The Lon Adams Rd. Reconstruction project (ST068) was properly included within the Town of Marana's FY2024 Capital Improvement Plan.

Effective 10/27/2023, the Town and ISX Construction LLC entered into a construction contract in the amount of $387,438.00 to construct the Lon Adams Rd. Reconstruction

(ST068) project.

The Town has processed one previous change order to the ISX Construction LLC construction contract totaling $99,513.29 bringing the total construction contract amount to $486,951.29.

During paving operations, failing areas of the roadway base were identified. To ensure that the roadway base would not fail under loading, additional extra asphalt that was placed in those failing areas. This change order is required to cover the additional costs that were incurred.

The cost of these improvements is $9,272.35. This additional change order will bring the construction contract to $496,223.64.

This change order was necessary to avoid unnecessary contractor delay claims. The amount of this change order, combined with the previous change order, exceeds $100,000.00. Therefore, this change order required immediate approval by the Town Manager. With an active construction contract and Contractor in place, the Town Manager exercised his authority under section 3-4-8(B) of the Town Code to authorize a change order to the contract. This item is on the agenda for the Town Council to ratify the Town Manager's action.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	Yes
Amount:	$9,272.35

This change order will be funded with Transportation funds, GL Account # 33043000-8015-ST068.

Staff Recommendation:

Staff recommends ratification of the Town Manager's approval of the change order.

Suggested Motion:

I move to ratify the Town Manager's approval of a change order to the Lon Adams Rd. Reconstruction (ST068) construction contract with ISX Construction LLC in the amount of $9,272.35; authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order.

Attachments

No file(s) attached.

Council-Regular Meeting **C8**

Meeting Date: 05/21/2024

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: May 21, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-049: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with Mandarina Holdings, LLC and Mandarina South, LLC for the design of certain drainage and roadway design elements as part of the Town's Adonis Road Extension project (Jane Fairall)

Discussion:

Mandarina Holdings, LLC and Mandarina South, LLC (collectively, "Mandarina") are the developers of Mandarina and Mandarina South, respectively, generally located north and east of the Interstate 10 and Tangerine Road traffic interchange (the "Subject Property"). Mandarina needs certain drainage and roadway design elements for its future development of the Subject Property (the "Mandarina Adonis Road Elements"). The Town has entered into a design contract with Psomas, Inc. ("Psomas") for the design of the Adonis Road Extension Phase 2, as part of Town of Marana Project No. ST098 (the "Road Project"). Mandarina has requested that Psomas design the Mandarina Adonis Road Elements as a part of the Road Project, with Mandarina being responsible for all design costs.

The proposed public improvement participation agreement ("PIPA") provides that Mandarina shall deposit with the Town the full anticipated costs of design of the Mandarina Adonis Road Elements ($21,466.00) in order for the Town to complete the Mandarina Adonis Road Elements design for Mandarina. No later than 30 days after substantial completion of design of the Mandarina Adonis Road Elements, the Town will provide to Mandarina an itemized statement of the design costs and a check or invoice representing the difference between the costs and Mandarina's cash deposit. If

Mandarina's cash deposit was insufficient to cover Mandarina's obligations under this Agreement, Mandarina will pay Marana the balance of the design costs as set forth in the invoice within 30 days after the itemized statement and invoice are provided to Mandarina. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full. Design of the Road Project is currently underway.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2024-049, approving and authorizing the Mayor to sign a public improvement participation agreement with Mandarina Holdings, LLC and Mandarina South, LLC for the design of certain drainage and roadway design elements as part of the Town's Adonis Road Extension project.

Attachments

Resolution No. 2024-049

Exhibit A to Resolution

MARANA RESOLUTION NO. 2024-049

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT WITH MANDARINA HOLDINGS, LLC AND MANDARINA SOUTH, LLC FOR THE DESIGN OF CERTAIN DRAINAGE AND ROADWAY DESIGN ELEMENTS AS PART OF THE TOWN'S ADONIS ROAD EXTENSION PROJECT

WHEREAS the Town has entered into a design contract with Psomas, Inc. ("Psomas") for the design of the Adonis Road Extension Phase 2, as a part of Town of Marana Project No. ST098 (the "Road Project"); and

WHEREAS Mandarina Holdings, LLC is the master developer of the development project generally located northeast of the Interstate 10 and Tangerine Road traffic interchange, consisting of the land area included within the Mandarina Specific Plan, established by the February 17, 2009 adoption of Marana Ordinance No. 2009.02, recorded in the Pima County Recorder's office at Docket 13499, Page 8 (Sequence 20090340005); and

WHEREAS Mandarina South, LLC owns approximately 162 acres of land generally located east of Mandarina Boulevard and north of Tangerine Road, consisting of the land area included within the Mandarina South Specific Plan, established by the August 15, 2023 adoption of Marana Ordinance No. 2023.026, recorded in the Pima County Recorder's office at Sequence 20232300350; and

WHEREAS together, the land area included within the Mandarina Specific Plan and the land area included within the Mandarina South Specific Plan are referred to as the "Subject Property" in this resolution; and

WHEREAS Mandarina Holdings, LLC and Mandarina South, LLC (collectively, "Mandarina") need certain drainage and roadway design elements related to the Road Project for its future development of the Subject Property (the "Mandarina Adonis Road Elements"); and

WHEREAS Town staff has negotiated an agreement with Mandarina to assure payment of all costs associated with the design of the Mandarina Adonis Road Elements as part of the Road Project; and

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of May, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT
TOWN OF MARANA, ARIZONA

This Public Improvement Participation Agreement (this "Agreement") is made and entered into by and among MANDARINA HOLDINGS, LLC, an Arizona limited liability company, MANDARINA SOUTH, LLC, an Arizona limited liability company, and the TOWN OF MARANA ("Marana"), an Arizona municipal corporation. Mandarina Holdings, LLC and Mandarina South, LLC are sometimes collectively referred to in this Agreement as "Mandarina." Mandarina Holdings, LLC, Mandarina South, LLC, and Marana are sometimes collectively referred to in this Agreement as the "Parties," any of which is sometimes referred to as a "Party."

RECITALS

A. Marana has entered into a design contract with PSOMAS, INC. ("Psomas") for the design of the Adonis Road Extension Phase 2, as a part of Town of Marana Project No. ST098 (the "Road Project").

B. Mandarina Holdings, LLC is the master developer of the development project generally located northeast of the Interstate 10 and Tangerine Road traffic interchange, consisting of the land area included within the Mandarina Specific Plan, established by the February 17, 2009 adoption of Marana Ordinance No. 2009.02, recorded in the Pima County Recorder's office at Docket 13499, Page 8 (Sequence 20090340005).

C. Mandarina South, LLC owns approximately 162 acres of land generally located east of Mandarina Boulevard and north of Tangerine Road, consisting of the land area included within the Mandarina South Specific Plan, established by the August 15, 2023 adoption of Marana Ordinance No. 2023.026, recorded in the Pima County Recorder's office at Sequence 20232300350.

D. Together, the land area included within the Mandarina Specific Plan and land area included within the Mandarina South Specific Plan are referred to as the "Subject Property" in this Agreement.

E. Mandarina needs certain drainage and roadway design elements related to the Road Project for its future development of the Subject Property (the "Mandarina Adonis Road Elements").

F. Design of the Road Project is currently underway.

G. The Parties believe that the most economical, integrated, and least disruptive way to accomplish the prompt design of the Mandarina Adonis Road Elements is for the Parties to arrange to have it completed by Psomas in connection with the design of the Road Project.

H. Psomas has provided the Parties with an estimated price of $21,466.00 for the design of the Mandarina Adonis Road Elements. A true and correct copy of Psomas' proposal/estimate is attached to and incorporated in this Agreement as Exhibit A.

I. The purpose of this Agreement is to facilitate the design of the Mandarina Adonis Road Elements as part of the Road Project with funding provided by Mandarina.

AGREEMENT

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

1. **Description of the Mandarina Adonis Road Elements.** Psomas' proposal/estimate attached to and incorporated in this Agreement as Exhibit A describes the Mandarina Adonis Road Elements, which Marana and Psomas shall incorporate into the Road Project design.

2. **Mandarina's obligation to pay design costs for the Mandarina Adonis Road Elements.** Mandarina shall pay all design costs associated with the design of the Mandarina Adonis Road Elements. Marana and Psomas agree that the design costs for the design of the Mandarina Adonis Road Elements are anticipated to be $21,466.00, as itemized and attached to this Agreement as Exhibit A.

3. **Cash deposit to secure Mandarina's obligations under this Agreement.** Mandarina's obligations under this Agreement, including without limitation Mandarina's obligations under paragraph 2 above, shall be secured by a cash deposit to Marana in the amount of $21,466.00, referred to in this Agreement as "Mandarina's Cash Deposit." Mandarina's Cash Deposit shall be due and payable to Marana within 7 days of the Effective Date of this Agreement.

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

5. **Joint and several responsibility.** Mandarina Holdings, LLC and Mandarina South, LLC are jointly and severally responsible for Mandarina's obligations under this Agreement.

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

[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

7. **Notices.** All notices shall be in writing and shall be sufficiently given and served upon the other Party by electronic mail, receipt of which has been acknowledged by the other Party, or by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed below. In all cases, an electronic copy of any notice given shall also be transmitted to the email addresses set forth below.

Mandarina Holdings, LLC: MANDARINA HOLDINGS LLC
Attn: Karl N. Huish
1635 N. Greenfield Road, Suite 115
Mesa, AZ 85205
Email: karl.huish@belaflor.com

With a copy via email only to: hudd@belaflor.com

Mandarina South, LLC: MANDARINA SOUTH, LLC
Attn: Karl N. Huish
1635 N. Greenfield Road, Suite 115
Mesa, AZ 85205
Email: karl.huish@belaflor.com

With a copy via email only to: hudd@belaflor.com

Marana: TOWN OF MARANA
c/o Marana Legal Department
11555 West Civic Center Drive
Marana, AZ 85653
Email: jfairall@maranaaz.gov

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Mandarina:

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: _____

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

By: _____
Karl N. Huish, Manager

Date: _____

Marana:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Karl N. Huish, Manager of KDL INVESTMENTS, LLC, an Arizona limited liability company, sole Member of MANDARINA HOLDINGS, LLC, an Arizona limited liability company, on behalf of MANDARINA HOLDINGS, LLC.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Karl N. Huish, Manager of KDL INVESTMENTS, LLC, an Arizona limited liability company, sole Member of MANDARINA SOUTH, LLC, an Arizona limited liability company, on behalf of MANDARINA SOUTH, LLC.

(Seal)

_____
Notary Public

PSOMAS

April 2, 2024

Tom Houle
Project Manager
Town of Marana
5100 W. Ina Road
Marana, AZ 85743

Re: ST089 – Adonis Road Extension Phase 2 – Final Design – Revision 1
Proposed Scope of Work and Fee – Mandarina Development Coord. & Design Proposal
Psomas Job 7TMA210211

Dear Tom:

Psomas is pleased to provide this scope of work and fee for coordination and civil design of improvements associated with the Mandarina and Mandarina South developments for Adonis Road.

The total estimated fee for coordination and civil design as outlined in the Fee Estimate, is **$21,433** on a time and materials basis to the maximum authorized amount. If you have any questions concerning the proposal, please do not hesitate to give me a call at (520) 292-2300. We appreciate the opportunity to provide our services to the Town of Marana.

Respectfully Submitted,
Psomas

Sean Samsel, P.E.
Vice President
ssamsel@psomas.com

Attachments: Scope of Services
Fee Estimate

SCOPE OF WORK

ADONIS ROAD EXTENSION PHASE 2
FINAL DESIGN

MANDARINA DEVELOPMENT COORDINATION AND IMPROVEMENTS DESIGN
Revision 1

OVERVIEW

This scope of work will cover the coordination of design elements, review of development plans, and design of improvements associated with the ST089 – Adonis Road Extension Phase 2 project ('this project') with the adjacent Mandarina and Mandarina South developments and Adonis spine road. For an overview of the major project features, refer to scope of work for project ST089 (dated September 2023). Project management, right-of-way, and utility coordination necessary for the project are included in the main project scope. This scope only covers coordination and design elements with the developments as described below that will be included in a Private Improvement Participation Agreement (PIPA) between the Town and the Mandarina development.

70052. MANDARINA DEVELOPMENT DOCUMENT REVIEW AND COORDINATION

The Mandarina development and associated Adonis spine road is currently being designed/constructed by a private developer adjacent to this project to the west and north. It is necessary to tie this project into the Adonis spine road and Mandarina Road (north leg), and coordinate outfalls for the pavement drainage leaving this project flowing to the north and west with the development. Psomas will review the following plans and reports provided by the developer to determine options how the roadway and storm drain tie-ins may be accomplished and coordinate those with the developer and their designer (EPS Group).

- Mandarina Phase 1 Grading Plan ENG2202-017
- Mandarina Phase 1 Paving Plan ENG2203-011
- Adonis Spine Road Paving/Street Lighting Plan ENG2111-014
- Adonis Spine Road Drainage Report DRA2111-003
- Mandarina Master Drainage Report DRA2211-002

- Mandarina Phase 1A Drainage Report DRA2206-005

The future Mandarina South development is currently in design and will occupy the majority of the frontage of this project on both sides of the roadway. No development plats, grading plans, paving or drainage plans were available at the time of this scope, but the developer has provided conceptual exhibits showing intended median opening and turn lane needs for future access points. The Town has confirmed intent to move forward with adding median openings (3) and associated turn lane storage to the Adonis Road Extension Phase 2 design plans. No turnouts or sidestreets for the future development will be included. Modifications to the storm drain system will be required to be performed due to the additional median openings. The developer has also indicated that modifications to the pavement drainage system shown in the Adonis Road Extension Phase 2 15% Plans (prepared in August 2023) are requested to underground the pavement drainage into a storm drain system instead of outletting at grade through scuppers for the portion of the roadway to the west of CAP. This task covers coordination with the developer and their designer (EPS Group) on the design of these additions to make them compatible with future development needs.

70600. CIVIL IMPROVEMENTS DESIGN AND PLAN ADDITIONS

Psomas will incorporate drainage and roadway design elements into the civil design plans for the ST089 project. The elements described below will be incorporated into the Stage III design plans and will be updated as needed as the Stage IV and V plans developed. The project elements to be included are as follows:

- Addition of up to three (3) median openings with turn bay paving. This includes necessary modifications/additions to geometric sheets, paving sheets, summary sheets, typical sections, basefiles and roadway model, pavement marking and signing sheets.
- Storm drain additions/modifications need to account for the median openings described above.
- Storm drain modifications necessary to account for the developed/built condition of the Mandarina development and Adonis spine road to the north and west of project.
    - The portion of the storm drain design attributed to the development are conversion of scuppers outletting drainage at grade to catch basins and design of storm drain pipe to transport the drainage to a storm drain trunk line.

  - Retention/detention basins (both inside or outside right-of-way) for storm drainage are excluded from the project.
  - Storm drain trunk line design and channel needed for storm drainage conveyance to reach a downstream outfall points are not included in this PIPA and will be the responsibility of the Town.
- Drainage analysis for the storm drain items identified above, and incorporation of the drainage design documentation into the project Pavement Drainage Report.
- Calculation of quantities per bid item and cost estimate for the improvements described above (Stage III-V).
- Incorporation of any special provisions required for the improvements described above (Stage IV-V).
- Quality control (QC) review of design and plan additions described above.

Exclusions

The following are excluded from the scope of work:

- Any environmental or cultural studies, clearances, fieldwork, native plant inventory, or environmental mitigation that may be required for improvements falling outside of the original ST089 project footprint. This is anticipated to primarily consist of the channel extension north of Adonis Road. This areas falls on private property of the developer and future development site of Mandarina South. If any of these elements are required they will be provided by others.
- Additional right-of-way survey or legal descriptions above what is included in the original scope of the ST089 project.
- Traffic engineering and access management (turn-lane storage sizing, median opening locations, etc.), it is assumed that the location and storage lengths of turn lanes (both median and right-turn) and median openings will be coordinated between the developer and Town of Marana, and provided to Psomas with approval from the Town.

ST089
Adonis Road Extension
Mandarina Development Coordination / Design
PSOMAS

ESTIMATED DIRECT LABOR (Psomas)

Classification	Estimated Man-hours	Burdened Labor Rate	Burdened Labor Costs
Project Principal	0	$279.00	$ -
Sr. Project Manager	18	$235.00	$ 4,230.00
Sr. Engineer	65	$192.00	$ 12,480.00
Project Engineer	0	$146.00	$ -
Designer	41	$116.00	$ 4,756.00
GIS Sr. Consultant	0	$260.00	$ -
Survey Manager	0	$167.00	$ -
Project Surveyor	0	$151.00	$ -
2-Man Survey Crew	0	$169.00	$ -
Administration	0	$98.00	$ -
Party Chief	0	$100.00	$ -
Survey Tech	0	$96.00	$ -
Total	124		

Total Estimated Labor (Psomas) $ 21,466.00

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

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

Subconsultant	Total
Sub-Consultant TOTAL	$ -

TOTAL ESTIMATED LABOR (Psomas)	$ 21,466.00
TOTAL ESTIMATED DIRECT COSTS (Psomas)	$ -
TOTAL ESTIMATED OUTSIDE SERVICES (not to exceed)	$ -
SUBTOTAL	$ 21,466.00
TOTAL ESTIMATED COST	**$ 21,466.00**

ADDITIONAL SERVICES (To be authorized by Town on an as-needed basis)

CONTRACT TOTAL **$ 21,466.00**

Rev1 4/2/24

Psomas
Project Fee Estimate / Authorized Task List

Project Number: 7TMA210211
Project Name: Adonis Rd, Mandarina Design/Coord
Project Manager: Sean Samsel
Date: R1 4/02/2024

Task No.	Team	Design Description	Project Principal $ 279 / Hr. Hrs.	Amount	Sr. Project Mgr. $ 235 / Hr. Hrs.	Amount	Sr. Engineer $ 192 / Hr. Hrs.	Amount	Project Engineer $ 146 / Hr. Hrs.	Amount	Designer $ 116 / Hr. Hrs.	Amount	GIS Sr. Consultant $ 260 / Hr. Hrs.	Amount	Survey Manager $ 167 / Hr. Hrs.	Amount	Project Surveyor $ 151 / Hr. Hrs.	Amount	2-Man Survey Crew $ 169 / Hr. Hrs.	Amount	Administration $ 98 / Hr. Hrs.	Amount	Party Chief $ 100 / Hr. Hrs.	Amount	Survey Tech $ 96 / Hr. Hrs.	Amount	Psomas Burdened Labor Total	Subconsultants Amount	Task Total
70052	**B**	**Development Doc Review & Coordination**																											
	B	Review Mandarina Plans/Reports		$ -	2	$ 470	6	$ 1,152		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,622	$ -	$ 1,622
	B	Coordination Mandarina/Adonis Spine		$ -	4	$ 940	4	$ 768		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,708	$ -	$ 1,708
	B	Coordination Mandarina South		$ -	4	$ 940	4	$ 768		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,708	$ -	$ 1,708
				$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	$ -	$ -
				$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -		$ -
		Total Development Doc Review & Coordination	**-**	**$ -**	**10**	**$ 2,350**	**14**	**$ 2,688**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**$ 5,038**	**$ -**	**$ 5,038**
70660		**Civil Design / Plan Additions**																											
	B	Stage III Plans (Basefiles and Modeling)		$ -	2	$ 470	12	$ 2,304		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,774		$ 2,774
	B	Typical Section		$ -		$ -	1	$ 192		$ -	2	$ 232		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 424		$ 424
	B	Summ. Sheets (CBC, Storm Drain)		$ -		$ -		$ -		$ -	2	$ 232		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 232		$ 232
	B	Curb and Median Geometry		$ -		$ -	4	$ 768		$ -	4	$ 464		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,232		$ 1,232
	B	Median Staking Sheets (3 sheets)		$ -		$ -	6	$ 1,152		$ -	9	$ 1,044		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,196		$ 2,196
	B	Road P&P		$ -		$ -	4	$ 768		$ -	4	$ 464		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,232		$ 1,232
	B	Storm Drain Mods/Additions		$ -		$ -	8	$ 1,536		$ -	8	$ 928		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,464		$ 2,464
	B	Pavement Markings		$ -		$ -	2	$ 384		$ -	2	$ 232		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 616		$ 616
	B	Signing and Summary		$ -		$ -	2	$ 384		$ -	2	$ 232		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 616		$ 616
	B	Updates to Design / Plans for Stage IV, V		$ -	2	$ 470	4	$ 768		$ -	8	$ 928		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,166		$ 2,166
	B	Quantities / Cost Estimate, Special Provisions		$ -	2	$ 470	4	$ 768		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,238		$ 1,238
	B	Quality Control Review		$ -	2	$ 470	4	$ 768		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,238		$ 1,238
		Total Civil Design / Plan Additions	**-**	**$ -**	**8**	**$ 1,880**	**51**	**$ 9,792**	**-**	**$ -**	**41**	**$ 4,756**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**$ 16,428**	**$ -**	**$ 16,428**
		Proposal Total	**-**	**$ -**	**18**	**$ 4,230**	**65**	**$ 12,480**	**-**	**$ -**	**41**	**$ 4,756**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**$ 21,466**	**$ -**	**$ 21,466**

Total Labor Costs Psomas	**$ 21,466**	
Total Subconsultants	**$ -**	
Total Labor		**$ 21,466**

Council-Regular Meeting **C9**

Meeting Date: 05/21/2024

To: Mayor and Council

Submitted For: Jing Luo, Water Director

From: Jing Luo, Water Director

Date: May 21, 2024

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2024-040: A resolution of the Mayor and Common Council of the Town of Marana, Arizona, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona from its Drinking Water Revolving Fund Program; delegating the determination of certain matters relating thereto to the Manager of the Town; providing for the transfer of certain moneys and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this resolution and declaring an emergency (Jing Luo)

Discussion:

The United States Environmental Protection Agency (EPA) set a Maximum Contaminant Level (MCL) for perfluorinated compounds (PFAS) at a lower threshold than the current levels detected at wells feeding the North Marana water system. The main water facility serving this system is the Marana Park facility. At the facility, water from two wells is pumped into a one-million-gallon reservoir and then distributed to Marana Water customers. An additional well and a larger reservoir are currently under construction. Without treatment to address the established changes in the MCL for PFAS, water in this system will not meet the PFAS standard for potable water after the compliance effective date of the new MCL. After which, Marana Water would be unable to meet the system's existing demands. Since Marana Water already completed a PFAS treatment feasibility study, we are positioned to leverage outside funding to

advance PFAS projects that we will needed by the effective date of the new EPA rule.

Given that multiple wells feed into this site, it presents an ideal location for a regional water treatment facility. The planned solution involves constructing a treatment facility at this site with granular activated carbon (GAC) vessels to remove perfluorinated compounds and other related emerging contaminants to ensure the water meets drinking water standards at the entry point to the distribution system.

On November 15, 2023, the Water Infrastructure Finance Authority of Arizona (WIFA) Board approved the issuance of a $7,179,899.00 loan with approximately $4,500,000.00 forgivable principal. WIFA has requested that the Town provide a resolution as part of the final loan agreement.

Financial Impact:

Fiscal Year:	25
Budgeted Y/N:	Y
Amount:	$7,179,899.00*

*There is no financial impact in FY24 as staff does not anticipate spending any of the loan proceeds until the following fiscal year. Staff will include appropriate adjustments to the project as well as to the water fund for corresponding debt service payments. Based on available information from WIFA, the amount to be forgiven will be approximately $4,500,000.00 (62.7% of the total loan amount). Annual debt service payments estimated to range between $280,000.00 and $330,000.00 would be funded by water user rates.

Staff Recommendation:

Staff recommends approval of Resolution No. 2024-040.

Suggested Motion:

I move to adopt Resolution No. 2024-040, approving the WIFA loan and other related matters.

Attachments

Resolution No. 2024-040

Exhibit A to Resolution - Draft Loan Documents

RESOLUTION NO. 2024-040

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF MARANA, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA FROM ITS DRINKING WATER REVOLVING FUND PROGRAM; DELEGATING THE DETERMINATION OF CERTAIN MATTERS RELATING THERETO TO THE MANAGER OF THE TOWN; PROVIDING FOR THE TRANSFER OF CERTAIN MONEYS AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH LOAN AGREEMENT AND THIS RESOLUTION AND DECLARING AN EMERGENCY

WHEREAS, the Town of Marana, Arizona (the "Town"), has heretofore applied to the Water Infrastructure Finance of Arizona (the "Authority"), for a loan (the "Loan") from the Authority's Drinking Water Revolving Fund Program (the "Program") to provide funds for (i) the installation of a treatment system to mitigate the impacts of PFAS and 1,4 Dioxane, a new water storage tank, with the necessary lines, pumps and other supporting equipment, and (ii) the payment of the Town's proportionate share of expenses of administering the Program and any bonds issued by the Authority with respect thereto (collectively, the "Project"); and

WHEREAS, the terms and conditions under which the Loan will be made and the obligations of the Town with respect to the Loan will be set forth in a loan agreement to be executed and delivered by the Town and the Authority (the "Loan Agreement"); and

WHEREAS, the Loan and the loan repayments payable by the Town pursuant to the Loan Agreement (the "Loan Repayments") will be secured by a pledge of certain excise taxes and State shared revenues of the Town (the "Source of Repayment"); and

WHEREAS, the Mayor and Common Council of the Town have determined that it will be beneficial to the citizens of the Town to enter into and to perform the Loan Agreement, whereby the Town will borrow not to exceed $7,200,000 from the Authority; and

WHEREAS, the Loan shall be repaid before or on July 1, 2043, and shall bear interest at a rate not to exceed five percent (5%) per annum; and

WHEREAS, there has been placed on file with the Clerk of the Town and presented at the meeting at which this Resolution was adopted the proposed form of the Loan Agreement;

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

Section 1. The form, terms and provisions of the Loan Agreement, in the form of such document (including the exhibits thereto) presented at the meeting at which this Resolution was adopted are hereby approved, with such insertions, omissions and changes, not inconsistent with the application of the Town to the Authority or the requirements of the federal government or the Authority, as shall be approved by the Manager of the Town, the execution of such document being conclusive evidence of such approval, and the Mayor, any other member of the Common Council of the Town, the Manager of the Town and the Clerk of the Town are hereby authorized and directed, as applicable, for and on behalf of the Town, to execute and attest and deliver, respectively, the Loan Agreement.

Section 2. For the payment of the principal of and interest on the Loan, the Town shall pay the Loan Repayments provided for in the Loan Agreement. The Town shall also pay all other amounts required to be paid by the Town pursuant to the provisions of the Loan Agreement.

Section 3. The obligation of the Town to pay the Loan Repayments provided for in the Loan Agreement as well as to make the other payments provided for in the Loan Agreement is limited to payment from the Source of Repayment which is pledged therefor pursuant to the Loan Agreement, and the obligations of the Town pursuant to the Loan Agreement shall not constitute or give rise to a general obligation of the Town or any claim against its *ad valorem* property taxing powers, or constitute an indebtedness within the meaning of any statutory or constitutional debt limitation applicable to the Town.

Section 4. The appropriate officials and officers of the Town are hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to and to consummate the transactions contemplated by the Loan Agreement and by this Resolution, including, without limitation, the execution and delivery of any closing and other documents reasonably required to be delivered in connection therewith.

Section 5. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Council of the Town hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the execution and delivery of the Loan Agreement pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable. All ordinances, resolutions or parts thereof, inconsistent herewith, are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any ordinance or resolution or any part thereof.

Section 6. All actions of the officers and agents of the Town including the Mayor and Common Council of the Town which conform to the purposes and intent of this Resolution and which further the execution and delivery of the Loan Agreement as contemplated by this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts

and things and to execute and deliver all such documents on behalf of the Town as may be necessary to carry out the terms and intent of this Resolution.

Section 7. All acts and conditions necessary to be performed by the Town or to have been met precedent to and in the execution and delivery of the Loan Agreement in order to make it a legal, valid and binding obligation of the Town will at the time of delivery of the Loan Agreement have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the execution and delivery of the Loan Agreement.

Section 8. All formal actions of the Mayor and Common Council of the Town concerning and relating to the passage of this Resolution were taken in an open meeting of the Mayor and Common Council of the Town, and all deliberations of the Mayor and Common Council of the Town and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 9. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the residents and citizens of the Town for the reason that the execution and delivery at the earliest possible date of the Loan Agreement is urgently needed to attempt to secure the lowest possible interest cost to the Town at the earliest possible time; an emergency is, therefore, declared to exist, and this Resolution is enacted as an emergency measure and shall be in full force and effect immediately upon its passage and adoption by the Mayor and Common Council of the Town, as required by law, and this Resolution is hereby exempt from the referendum provisions of the Constitution and the laws of the State of Arizona.

Section 10. After the execution and delivery of the Loan Agreement and upon receipt of the Loan from the Authority, this Resolution shall be and remain irrepealable until the Loan and the Loan Agreement and the interest thereon shall have been fully paid, cancelled and discharged.

[Remainder of page left blank intentionally.]

PASSED and ADOPTED by the Common Council and approved by the Mayor of the Town of Marana, Arizona, this 21st day of May 2024.

.....
Mayor

ATTEST:

.....
Town Clerk

APPROVED AS TO FORM:

.....
Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2024-040 was duly passed and adopted by the Mayor and Common Council of the Town of Marana, Arizona, at a meeting held on the 21st day of May 2024, and the vote was ... ayes and ... nays and that the Mayor and ... Councilmembers were present thereat.

.....
Town Clerk

Town of Marana and

Water Infrastructure Finance Authority of Arizona

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Loan Agreement Addendum-American Iron and Steel Requirements for Compliance with Federal Law	4.
Loan Agreement Addendum- Build America, Buy America Act Requirements for Compliance with Federal Law	5.
Exhibit A of Loan Agreement: Financial Terms and Conditions	6.
Exhibit B of Loan Agreement: Technical Terms and Conditions	7.
Exhibit C of Loan Agreement: Reporting Requirements	8.
Exhibit D of Loan Agreement: Source of Repayment and Rate Covenant Provisions	9.
Exhibit E of Loan Agreement: Debt Service Reserve Provisions	10.
Exhibit F of Loan Agreement: Replacement Reserve Provisions	11.
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8038-G Insert	14.
Standard Terms and Conditions	15.

Loan Resolution 2024-086 – Town of Marana

Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the "*Authority*") has received from the Town of Marana (the *"Local Borrower"*) a request for a loan (the "*Loan*"); and

WHEREAS, the Authority has determined that the Local Borrower has met the requirements of Arizona Revised Statutes §49-1201 et seq. (the "*Act*") and the rules promulgated thereunder (the *"Rules"*); and

WHEREAS, the terms and conditions under which a Loan will be made and the obligations of the Local Borrower will be set forth in a loan agreement or bond purchase agreement (the "*Loan Agreement*") to be executed by the Local Borrower and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Director of the Authority is hereby authorized and directed to execute a Loan Agreement with the Local Borrower to evidence a Loan in accordance with the Act, the Rules, the Local Borrower's applications to the Authority, and the Project Summary detailed in Section 2 of this Loan Resolution.

The Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution and the Loan Agreement and to ensure that the Local Borrower has completed all requirements of the Authority as detailed in Section 3, Section 4, and Section 5 of this Loan Resolution.

This Resolution shall take effect immediately and shall terminate one year from the date of Board Action.

Dated: November 15, 2023

Will be Signed on 1/15/2023

By:_____
Chairman

Will be Signed on 1/15/2023

Attest:_____
Director

Section 2: Project Summary

2.1 Project Number(s)

DW 033-2024

2.2 Project Priority Data

PPL Rank*	Funding Cycle	Population Served	Subsidy/Index*
39	DW 2024	14,326	90%

*Per the proposed PPL to be presented for approval at the November 2023 WIFA Board meeting.

2.3 Project Description(s)

The loan will fund the installation of a treatment system, a new water storage tank, with the necessary lines, pumps, and other supporting equipment. Activities for this project will comprise of trenching new lines, footers for new equipment pads and the installation of fencing. The Marana Park treatment facility will help to mitigate the impacts of PFAS and 1,4 Dioxane, keeping compliance with EPA PFAS rules which will come into effect soon.

Town of Marana is a designated Colonia and per WIFA policy III.6 qualifies as a "Disadvantage Community". WIFA Staff recommends up to $20,000 in Technical Assistance for Central Arizona Governments (CAG).

2.4 Federal Programs Committee Review Date

November 2, 2023

Section 3: Financial Assistance Terms & Conditions (Section 7.1 of Due Diligence)

Financial Assistance Amount: $7,179,899 with $4,500,000 in forgivable principal

Primary Repayment Source: Excise Taxes (includes state shared revenues)

Secondary Repayment Source: None

Loan Term: 20 years

Frequency of Repayment: Semi-Annual

Loan Structure: Standard Governmental – Level 1; Disadvantaged Community

Debt Service Reserve Fund Requirements: No Requirement

Repair and Replacement Fund Requirements: No Requirement

Requirements Prior to Loan Execution:

Require Legal Opinion: Yes

Other: No Requirement

Requirements Prior to Construction: No Requirement

Requirement During Construction: No Requirement

Requirements Prior to Final Disbursements: No Requirement

Loan Category: Qualified, Not Pledged

Policy Exceptions: None

Section 4: Technical Terms & Conditions (Section 7.2 of Due Diligence)

Observation Schedule B:

Observation 1: Upon borrower notification of construction commencement

Additional Observations: at least one site observation within each 12 month period

Final Observation: 80% construction budget disbursement

Withholding Percentage: 10% (released after deliverables received)

Requirements Prior to Loan Execution: No Requirement

Requirements Prior to Construction:

Submittal of Construction Bids: Yes

Project Publicity/Signage: Yes

The Local Borrower shall erect a construction sign displaying information on the Project and the funding sources. The Authority shall provide specifications for such construction signs.

Other: No Requirement

Requirements During Construction:

Prior Review of Changes in Project Scope: Yes

The Local Borrower shall submit to the Authority, for review and approval prior to execution, any change to the plans and specifications, construction contracts, Eligible Project Costs, or any other change which will effect the performance standards or purpose of the Project.

Other: No Requirement

Requirements Prior to Releasing Withholdings:

10% Withholding:

Require Plan of Operation: Yes

Require Final Approval: Yes

Other: No Requirement

Policy Exceptions: None

Section 5: Additional Notice & Reporting Requirements (Section 7.3 of Due Diligence)

Other: Wage rate reporting requirements; Use of American Iron and Steel requirements; Build America, Buy America Act requirements.

Loan Agreement

Water Infrastructure Finance Authority of Arizona
(the "Authority")

and

Marana, Town of
(the "Local Borrower")

Evidencing a Loan from the
Authority to the Local Borrower

Dated as of **TBD**

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Section 1.2 Authorized Officer(s) of Local Borrower 1
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Article 2 Description of the Project

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Article 3 Loan to Local Borrower; Amounts Payable

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Exhibit A Financial Assistance Terms and Conditions; Borrower Payment Instructions; and Loan Repayment Schedule

Exhibit B Technical Assistance Terms and Conditions

Exhibit C Reporting Requirements

Exhibit D Source of Repayment

Exhibit E Debt Service Reserve Requirements

Exhibit F Replacement Reserve Requirements

Exhibit G Opinion of Counsel to Borrower

Exhibit H Tax Compliance Certificate of Local Borrower

Loan Agreement

This Loan Agreement (this "*Loan Agreement*") is made and entered into as of **TBD** by and between the Water Infrastructure Finance Authority of Arizona (the "*Authority*"), and Marana, Town of (the "*Local Borrower*"), a political subdivision of the State of Arizona.

This Loan Agreement includes the attached Exhibits and the attached Standard Terms and Conditions. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits and the Standard Terms and Conditions.

The Authority and the Local Borrower agree as follows:

Article 1 Description of the Loan

Section 1.1 Name and Address of Local Borrower.

Town of Marana
Attention: Jing Luo, Water Director
11555 W. Civic Center Drive
Marana, Arizona 82653
Telephone: (520) 382-2560

Section 1.2 Authorized Officer(s) of Local Borrower.

Town of Marana
Attention: Terry Rozema, Town Manager
11555 W. Civic Center Drive
Marana, Arizona 85653
Telephone: (520) 382-1900

Section 1.3 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Local Borrower at the address specified in Section 1.1 and to the Authority at the following address:

Director
Water Infrastructure Finance Authority of Arizona
100 North 7th Avenue, Suite 130
Phoenix, Arizona 85007
Telephone: (602) 364-1310
Fax: (602) 364-1327

Any of the parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 1.4 Loan Information. The terms of the Loan include the terms set forth in the Exhibits, which are part of this Loan Agreement:

Exhibit A Financial Assistance Terms and Conditions; Borrower Payment Instructions; and Loan Repayment Schedule

Exhibit B Technical Assistance Terms and Conditions

Exhibit C Reporting Requirements

Exhibit D Source of Repayment

Exhibit E Debt Service Reserve Requirements

Exhibit F Replacement Reserve Requirements

Exhibit G Opinion of Counsel to Borrower

Exhibit H Tax Compliance Certificate of Local Borrower

Prior to Loan Closing, the Local Borrower must deliver to the Authority the Opinion of Local Borrower Counsel in the form of Exhibit G and the Tax Compliance Certificate of Local Borrower in the form of Exhibit H, signed and dated the date of Loan Closing.

Article 2 Description Of The Project

Section 2.1 Description of Project. The Project is described in Project Summary attached to the Loan Resolution of the Authority, and in Exhibit B of this Loan Agreement.

Section 2.2 Description of System. The term "System" means and includes all of the properties and facilities of the complete Waterworks plant and system of the Local Borrower, whether lying within or without the boundaries of the Local Borrower, as now existing and as they may hereafter be improved or extended, all improvements, additions and extensions thereto or replacements thereof hereafter constructed or acquired by purchase, contract or otherwise and all contracts, rights, agreements, leases and franchises of every nature owned by the Local Borrower and used or useful or held for use in the operation of said plant and system or any part or portion thereof.

Article 3 Loan to Local Borrower; Amounts Payable

Section 3.1 The Loan. The Authority shall loan and disburse to the Local Borrower in accordance with this Article 3 an amount listed in Exhibit A (the "Loan"), and the Local Borrower shall borrow and accept from the Authority, the Loan in the principal amount determined pursuant to this Article 3; provided, however, that (i) the Authority shall be under no obligation to disburse any amount of the Loan if an Event of Default has occurred and is continuing under this Loan Agreement, and (ii) the amount to be disbursed shall be lawfully

available for disbursement. The Local Borrower shall use the proceeds of the Loan strictly in accordance with the requirements of this Loan Agreement.

Section 3.2 Disbursements of Loan Proceeds. The Authority may disburse funds by check, by electronic means or by means of magnetic tape or other transfer medium. Except as hereinafter provided, disbursements shall be made only when (i) the request for disbursements is in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation and (ii) an Authorized Officer of the Authority has determined that such disbursement is proper. An Authorized Officer of the Authority shall approve disbursements directly to the persons or entities entitled to payment or to the Local Borrower in the case of reimbursement for costs of services already paid, and shall provide the Local Borrower with a copy of the approval and the date approved. Disbursements may be made only for Eligible Project Costs.

Section 3.3 Amounts Payable. The Local Borrower shall pay to the Authority the amounts shown in Exhibit A on or before the dates shown in Exhibit A, as the same may be adjusted as provided in the Standard Terms and Conditions, to reflect any revisions to the principal repayment schedule of the Loan. Such payments shall be made by electronic funds transfer or by direct debit to the Authority.

Section 3.4 Tax Covenants.

(a) General. The Local Borrower acknowledges that, in connection with its state revolving fund programs, the Authority issues its bonds ("Authority Bonds") from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be an obligation that bears interest that is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. Therefore, the Local Borrower represents and covenants as follows with respect to the Loan and the Authority Bonds. The Local Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Loan or the Authority Bonds under Section 103(a) of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon a bond counsel opinion as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly use or permit the use of any proceeds of the Loan or any other funds of the Local Borrower or take or omit to take any action that would cause the Loan or the Authority Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code or to fail to meet any other applicable requirement of Sections 103, 141, 148, 149 and 150 of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. To that

end, the Local Borrower will comply with all applicable requirements of Sections 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Loan.

(b) Modification Based on Bond Counsel Opinion. Notwithstanding any provision of this Section, if the Local Borrower provides to the Authority a bond counsel opinion to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Loan or the Authority Bonds pursuant to Section 103(a) of the Internal Revenue Code, the provisions of this Section and the covenants in this Section shall be deemed to be modified to that extent.

(c) Bond Counsel Opinion. For purposes of this Section, "bond counsel opinion" means an opinion letter of a firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and who is acceptable to the Authority.

IN WITNESS WHEREOF, the Authority and the Local Borrower have caused this Loan Agreement to be executed and delivered as of the date of execution hereof.

Water Infrastructure Finance Authority of Arizona

By: _____
Charles Podolak, Director

Town of Marana

By:_____
Terry Rozema, Town Manager

Attest:

By: _____
Clerk

LOAN AGREEMENT ADDENDUM

Wage Rate and Forgivable Principal Requirements for Compliance with P.L. 111-88

Water Infrastructure Finance Authority of Arizona

This document (this "Wage Rate and Forgivable Principal Addendum") sets forth additional requirements applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") that are subject to the requirements of Public Law 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," enacted October 30, 2009 ("P.L. 111-88"). The provisions in this Wage Rate and Forgivable Principal Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under P.L. 111-88, and that the requirements of P.L. 111-88 include those set forth in this Wage Rate and Forgivable Principal Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement (including interest and fees at rates adjusted from those originally in effect as described herein).

Additional Requirement for Subrecipients that are not Governmental Entities:

Obtaining Wage Determinations - Under this Wage Rate and Forgivable Principal Addendum, the non-governmental borrower must submit its proposed Davis Bacon wage determinations to WIFA for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors. **THIS PARAGRAPH DOES NOT APPLY TO GOVERNMENTAL ENTITIES.**

Section 1. P.L. 111-88 Compliance - Forgivable Principal Portion.

(a) Section 1 of Exhibit A to the Loan Agreement specifies the Total Financial Assistance Amount, the amount, if any, designated as the Forgivable Principal Portion, the Intended Repayment Amount, and the required amount of reserves to be established based upon the Intended Repayment Amount. Section 2 of Exhibit A to the Loan Agreement specifics a schedule of interest and principal payments based on the Intended Repayment Amount. If the Local Borrower fails to comply with the requirements of P.L. 111-88, including those set forth in this Wage Rate and Forgivable Principal Addendum:

(i) WIFA will provide a revised Exhibit A for the Loan Agreement to amortize the entire Total Financial Assistance Amount with the Forgivable Principal Portion set to $4,500,000.00, adjusted, as necessary, to incorporate, previous principal payments.

(ii) The Local Borrower will repay the Total Financial Assistance Amount.

Section 2. P.L. 111-88 Compliance - Wage Rate Requirements.

This language must be included in all Davis Bacon covered construction contracts and subcontracts. (29 CFR Part 5.5)

(a) The Local Borrower shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, or the FFY 2010 appropriation, the following clauses:

(1) **Minimum wages**. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Local Borrowers may obtain wage determinations from the U. S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The Local Borrower, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Local Borrower agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Local Borrower to the WIFA award official. The WIFA award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA Davis Bacon Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFA award official or will notify the WIFA award official within the 30-day period that additional time is necessary.
(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Local Borrower do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the WIFA award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding**. The Local Borrower shall upon its own action or upon written request of WIFA, EPA award official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records**. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Local Borrower. Such documentation shall be available on request of WIFA or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5 (a)(1) based on the most recent payroll copies for the specified week. **The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).** The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Local Borrower for transmission to WIFA or EPA, if requested by EPA, WIFA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a

subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Local Borrower.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of WIFA. EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or WIFA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above,

shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements**. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment**. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Local Borrower, WIFA, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility**. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act**. The Local Borrower shall insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) Withholding for unpaid wages and liquidated damages. The Local Borrower, upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Sec. 5.1, the Local Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Local Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of WIFA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 3. <u>General Provisions</u>.

(a) <u>Binding Effect</u>. This Wage Rate and Forgivable Principal Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) <u>Severability</u>. In the event any provision of this Wage Rate and Forgivable Principal Addendum shall be held illegal, invalid or unenforceable by any court of competent

jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This Wage Rate and Forgivable Principal Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This Wage Rate and Forgivable Principal Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This Wage Rate and Forgivable Principal Addendum shall be governed by and construed in accordance with the laws of the State of Arizona.

(f) Captions. The captions or headings in this Wage Rate and Forgivable Principal Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this Wage Rate and Forgivable Principal Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA , authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Wage Rate and Forgivable Principal Addendum.

(h) Arbitration. The parties hereto agree to use arbitration to the extent required by Section 12-1518 of the Arizona Revised Statutes.

(i) Notice Regarding A.R.S. § 38 511. To the extent applicable by provision of law, the parties acknowledge that this Wage Rate and Forgivable Principal Addendum is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are hereby incorporated herein.

[SIGNATURE PAGE FOLLOWS]

WIFA and the Local Borrower are signing this Wage Rate and Forgivable Principal Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Charles Podolak, Director

Town of Marana

By: _____

Terry Rozema, Town Manager

[Signature page to Wage Rate and Forgivable Principal Addendum to Loan Agreement]

LOAN AGREEMENT ADDENDUM

American Iron and Steel Requirements for Compliance with Federal Law

Water Infrastructure Finance Authority of Arizona

This document (this "American Iron and Steel Addendum") sets forth additional requirements made applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") by federal law. The provisions in this American Iron and Steel Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under federal law, and that the requirements of federal law include those set forth in this American Iron and Steel Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement.

Federal law requires that WIFA include in all assistance agreements, including the Loan Agreement, for the construction, alteration, maintenance, or repair of treatment works under the Clean Water State Revolving Fund and for the construction, alteration, maintenance, or repair of a public water system under the Drinking Water State Revolving Fund, a provision requiring the application of American Iron and Steel requirements for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences. Whether or not the project has multiple sources of funding, the American Iron and Steel requirements apply to the entire project and not just to the activities funded by the money made available to WIFA by the federal government.

Section 1. **American Iron and Steel Requirements.** In accordance with federal law:

(a)(1) None of the funds made available to WIFA as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

Section 2. General Provisions.

(a) Binding Effect. This American Iron and Steel Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) Severability. In the event any provision of this American Iron and Steel Addendum shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This American Iron and Steel Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This American Iron and Steel Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This American Iron and Steel Addendum shall be governed by and construed in accordance with the laws of the State of Arizona and applicable federal law.

(f) Captions. The captions or headings in this American Iron and Steel Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this American Iron and Steel Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA , authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this American Iron and Steel Addendum.

(h) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(i) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(j) Notice of Arizona Revised Statutes Section 38-511 - Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to this American Iron and Steel Addendum under the law of the State of Arizona.

[SIGNATURE PAGE FOLLOWS]

WIFA and the Local Borrower are signing this American Iron and Steel Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Charles Podolak, Director

Town of Marana

By: _____

Terry Rozema, Town Manager

[Signature page to American Iron and Steel Addendum to Loan Agreement]

LOAN AGREEMENT ADDENDUM

Build America, Buy America Act Requirements for Compliance with Federal Law

Water Infrastructure Finance Authority of Arizona

This document (this "Build America, Buy America Addendum") sets forth additional requirements made applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") by federal law. The provisions in this Build America, Buy America Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under federal law, and that the requirements of federal law include those set forth in this Build America, Buy America Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement.

Federal law requires that WIFA include in all assistance agreements, including the Loan Agreement, for any infrastructure project under the Clean Water State Revolving Fund and the Drinking Water State Revolving Fund, a provision requiring the application of Build America, Buy America requirements. Whether or not the project has multiple sources of funding, the Build America, Buy America requirements apply to the entire project and not just to the activities funded by the money made available to WIFA by the federal government.

Section 1. **Build America, Buy America Requirements.** In accordance with federal law (including those imposed by the Infrastructure Investment and Jobs Act, Public Law No. 117-58):

(a) None of the funds made available to WIFA as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

(3) all construction materials[1] are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, which are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

(b) *Waivers.* When necessary, recipients may apply for, and the Environmental Protection Agency (EPA) may grant, a waiver from these requirements. The EPA has information on the process for requesting a waiver from these requirements at https://www.epa.gov/cwsrf/build-america-buy-america-baba.

When the EPA has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the EPA determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The EPA will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.epa.gov/cwsrf/build-america-buy-america-baba.

(c) The Local Borrower shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Local Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and the Loan Agreement may result in a default hereunder that results in a repayment of the Loan Agreement, termination and/or

[1] Excludes cement and cementitious materials, aggregates such as stone, sand or gravel, or aggregate binding agents or additives.

repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

(d) *Definitions*.

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives 46—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Section 2. General Provisions.

(a) Binding Effect. This Build America, Buy America Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) Severability. In the event any provision of this Build America, Buy America Addendum shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This Build America, Buy America Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This Build America, Buy America Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This Build America, Buy America Addendum shall be governed by and construed in accordance with the laws of the State of Arizona and applicable federal law.

(f) Captions. The captions or headings in this Build America, Buy America Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this Build America, Buy America Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA , authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Build America, Buy America Addendum.

(h) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(i) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(j) Notice of Arizona Revised Statutes Section 38-511 - Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to this Buy America, Build America Addendum under the law of the State of Arizona.

[SIGNATURE PAGE FOLLOWS]

WIFA and the Local Borrower are signing this Build America, Buy America Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Charles Podolak, Director

Town of Marana

By: _____

Terry Rozema, Town Manager

[Signature page to Build America, Buy America Addendum to Loan Agreement]

Exhibit A of Loan Agreement

Section 1: Financial Assistance Terms and Conditions
Town of Marana
15-Nov-23

Loan Number		920378-24
Closing Date		01/10/24
First Payment Period		07/01/24

Financial Assistance Terms and Conditions

Original Loan Amount as of the Closing Date	$	7,179,899.00
Forgivable Principal Amount	$	4,500,000.00
Intended Repayment Amount	$	2,679,899.00
Loan Term		20
Combined Interest & Fee Rate		4.275%
Total # of Payment Periods within Loan Term		40

** Combined Interest and Fee Rate (CIFR) allocation: Fee = 1.5% (150 basis points); Interest = CIFR minus Fee.*

Principal Repayments

Period Principal Repayments Begin	2
First Principal Repayment Date	07/01/24
Final Principal Repayment Date	07/01/43

Combined Interest and Fee Payment Dates

First Combined Interest and Fee Payment Date*	07/01/24
Final Combined Interest and Fee Payment Date	07/01/43

* *Actual initial Combined Interest and Fee payment calculated only on dollar amount drawn against loan as of initial payment date*

Debt Service Reserve Fund Requirements

Total Reserve Amount	None
Annual Amount	None
Reserve Funded by (Date)	Not Applicable

Repair and Replacement Fund Requirement

Begin Funding on (Date)	Not Applicable
Annual Amount	None
Semi-Annual Deposit	None

Annual Payment

Years 1 through 5	$	202,023.25
Years 6 through 10	$	202,023.25
Years 11 through 15	$	202,023.25
Years 16 through 20	$	202,023.25

Section 2: Loan Repayment Schedule
Town of Marana
15-Nov-23

Year	Period	Semi-Annual Payment Dates	Combined Interest and Fee Rate	Semi-Annual Combined Interest and Fee Payment	Annual Principal Repayment	Total Annual Payment
1	1	01/01/24	4.275%	0.00		
1	2	07/01/24	4.275%	54,418.70	87,457.57	141,876.27
2	3	01/01/25	4.275%	55,413.43		
2	4	07/01/25	4.275%	55,413.43	91,196.39	202,023.25
3	5	01/01/26	4.275%	53,464.11		
3	6	07/01/26	4.275%	53,464.11	95,095.03	202,023.25
4	7	01/01/27	4.275%	51,431.46		
4	8	07/01/27	4.275%	51,431.46	99,160.33	202,023.25
5	9	01/01/28	4.275%	49,311.90		
5	10	07/01/28	4.275%	49,311.90	103,399.45	202,023.25
6	11	01/01/29	4.275%	47,101.74		
6	12	07/01/29	4.275%	47,101.74	107,819.77	202,023.25
7	13	01/01/30	4.275%	44,797.10		
7	14	07/01/30	4.275%	44,797.10	112,429.05	202,023.25
8	15	01/01/31	4.275%	42,393.92		
8	16	07/01/31	4.275%	42,393.92	117,235.41	202,023.25
9	17	01/01/32	4.275%	39,888.02		
9	18	07/01/32	4.275%	39,888.02	122,247.21	202,023.25
10	19	01/01/33	4.275%	37,274.98		
10	20	07/01/33	4.275%	37,274.98	127,473.29	202,023.25
11	21	01/01/34	4.275%	34,550.24		
11	22	07/01/34	4.275%	34,550.24	132,922.77	202,023.25
12	23	01/01/35	4.275%	31,709.02		
12	24	07/01/35	4.275%	31,709.02	138,605.21	202,023.25
13	25	01/01/36	4.275%	28,746.33		
13	26	07/01/36	4.275%	28,746.33	144,530.59	202,023.25
14	27	01/01/37	4.275%	25,656.99		
14	28	07/01/37	4.275%	25,656.99	150,709.27	202,023.25
15	29	01/01/38	4.275%	22,435.58		
15	30	07/01/38	4.275%	22,435.58	157,152.09	202,023.25
16	31	01/01/39	4.275%	19,076.45		
16	32	07/01/39	4.275%	19,076.45	163,870.35	202,023.25
17	33	01/01/40	4.275%	15,573.72		
17	34	07/01/40	4.275%	15,573.72	170,875.81	202,023.25
18	35	01/01/41	4.275%	11,921.26		
18	36	07/01/41	4.275%	11,921.26	178,180.73	202,023.25
19	37	01/01/42	4.275%	8,112.64		
19	38	07/01/42	4.275%	8,112.64	185,797.97	202,023.25
20	39	01/01/43	4.275%	4,141.21		
20	40	07/01/43	4.275%	4,141.21	193,740.71	202,023.13
				1,300,418.90	2,679,899.00	3,980,317.90

Exhibit B

Technical Terms and Conditions

Section 1
Budget

Uses by Budget Item	Amount Budgeted
Planning……..	$0.00
Design & Engineering…….	$705,999.00
Legal/Debt Authorization……	$0.00
Financial Advisor……	$0.00
Land/System Acquisition……	$0.00
Equipment/Materials……...	$124,400.00
Construction/Installation/Improvement……...	$6,349,500.00
Inspection & Construction Management…….	$0.00
Project Officer…….	$0.00
Administration…….	$0.00
Staff Training……..	$0.00
Capitalized Interest……..	$0.00
Refinance Loan……..	$0.00
Other……	$0.00
Total Budget……...	$7,179,899.00

Section 2
Project Description

The loan will fund the installation of a treatment system, a new water storage tank, with the necessary lines, pumps, and other supporting equipment. Activities for this project will comprise of trenching new lines, footers for new equipment pads and the installation of fencing. The Marana Park treatment facility will help to mitigate the impacts of PFAS and 1,4 Dioxane, keeping compliance with EPA PFAS rules which will come into effect soon.

Town of Marana is a designated Colonia and per WIFA policy III.6 qualifies as a “Disadvantage Community”. WIFA Staff recommends up to $20,000 in Technical Assistance for Central Arizona Governments (CAG).

Section 3
Estimated Observation and Disbursement Schedule

Observation Schedule B:

Observation 1: Upon borrower notification of construction commencement

Additional Observations: at least one site observation within each 12 month period

Final Observation: 80% construction budget disbursement

Additional Observations – A WIFA representative may perform additional observations based on information provided in the projects status reports included in each Local Borrower disbursement requisition form.

Withholding Percentage: 10% (released after deliverables received)

Section 4
Requirements Prior To Construction

Section 4.1 **Submittal of Construction Bids.** The Local Borrower shall submit to the Authority for review and approval prior to execution:

(a) engineering contracts related to the Project,

(b) bid documents related to the Project,

(c) construction contracts related to the Project, and

(d) certification of positive effort for disadvantaged business enterprise participation.

Section 4.2 **User Charges**. The Local Borrower has established (or, if the System is not yet in operation, the Local Borrower will, at or before the time the System commences operation, establish) a system of user charges which, with other funds lawfully available, will at all times be sufficient to pay the costs of operation and maintenance of the System, including renewals and replacements of the System. The Local Borrower also agrees that such system of user charges will be established and maintained in compliance with any applicable requirements of state and federal law as long as the Local Borrower owes amounts under this Loan Agreement. The Local Borrower at its sole option may pay the costs of operation, maintenance, repair, replacement, extensions and additions to the System from any funds lawfully available to it for such purpose.

Section 4.3 **Interest in Project Site**. As a condition of the Loan, the Local Borrower will demonstrate to the satisfaction of the Authority that the Local Borrower has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements

and rights-of-way, as the Authority finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

Section 4.4 **Federal Clean Water Act**. The Local Borrower covenants that, to the extent legally applicable, the Project will meet the requirements of the Federal Clean Water Act in effect on the date of Loan Closing and any amendments thereto that may retroactively apply to the Loan, and the Local Borrower agrees that the Project will comply with applicable provisions of those federal laws and authorities listed in Article 9 of the Standard Terms and Conditions.

Section 4.5 **Federal Safe Drinking Water Act**. The Local Borrower covenants that, to the extent legally applicable, the Project will meet the requirements of the Federal Safe Drinking Water Act in effect on the date of Loan Closing and any amendments thereto that may retroactively apply to the Loan, and the Local Borrower agrees that the Project will comply with applicable provisions of those federal laws and authorities listed in Article 9 of the Standard Terms and Conditions.

Section 4.6 **Project Publicity/Signage**. The Local Borrower shall erect a construction sign displaying information on the Project and the funding sources. The Authority shall provide specifications for such construction signs.

Section 5
Requirements During Construction

Section 5.1 **Prior Review of Changes in Project Scope.** The Local Borrower shall submit to the Authority, for review and approval prior to execution, any change to the plans and specifications, construction contracts, Eligible Project Costs, or any other change which will effect the performance standards or purpose of the Project.

Section 5.2 **Completion of Project and Provision of Moneys Therefor**. The Local Borrower covenants and agrees (a) to exercise its best efforts in accordance with prudent utility construction practice to complete the Project and (b) to the extent permitted by law, to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives hereunder and under any subsequent loan from the Authority, required to complete the Project.

Section 5.3 **Inspections; Information**. The Local Borrower shall permit the Authority and any party designated by the Authority to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Authority may reasonably require in connection therewith.

Section 5.4 **Adjustments for Ineligible Costs**. The Local Borrower shall promptly reimburse the Authority for any portion of the Loan which is determined to have been used for costs that are not eligible for funding under the Authority Act, the Federal Clean Water Act, as amended,

or the Federal Safe Drinking Water Act, as amended, unless such matter is curable in some other manner by the Local Borrower to the satisfaction of the Authority. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority. Any such reimbursed principal amount will be applied to reduce the outstanding principal amount of the Loan.

Section 5.5 **Archaeological Artifacts**. In the event that archaeological artifacts or historical resources are discovered during construction excavation of the Project, the Local Borrower shall stop or cause to be stopped construction activities and will notify the State Historic Preservation Office and the Authority of such discovery.

Section 6
Requirements Prior To Final Disbursements

Section 6.1 **Plan of Operation**. After construction is 50% complete and prior to the release of the withholding, the Local Borrower will submit to the Authority a plan of operation which provides a concise, sequential description of an implementation schedule for those activities necessary to assure efficient and reliable start-up and continual operation of the Project.

Section 6.2 **Final Approval**. Prior to the release of the withholding, the Local Borrower will submit to the Authority (a) as-built drawings by a professional engineer that document all changes from the original plans and specifications (b) copies of all testing results performed by or under the supervision of a professional engineer as required by the specifications, and (c) Arizona Department of Environmental Quality (ADEQ) approval of construction or an engineer's Certificate of Completion certifying that all construction was completed in accordance with the plans and specifications or that any changes made are in conformance with the Arizona Revised Statutes, ADEQ and Environmental Protection Agency rules, permits and guidelines and are documented in the as-built drawings. Based on a review of the information submitted, the Authority reserves the right, prior to the release of the withholding, to request modifications to the Project, the system, or the materials submitted pursuant to this section.

Exhibit C

Reporting Requirements

Section 1. **Annual Loan Review**. The Authority's Annual Loan Review Form and annual financial statements in a format approved by the Authority, including the report of any annual audit(s) and all audit reports required by governmental auditing standards and any applicable Arizona rules, shall be provided by the Local Borrower to the Authority within one-hundred and eighty (180) days after the end of each fiscal year of the Local Borrower. The Local Borrower shall complete all audits and submit all reports required by the federal Single Audit Act within the time limits under that federal law, currently within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the federal agency that provided the funding or a different period is specified in a program-specific audit guide.

Section 2. **Records and Accounts**. The Local Borrower shall keep accurate records and accounts for the System, including records and accounts for the Project (the "*System Records*"), separate and distinct from its other records and accounts (the "*General Records*"). The Local Borrower must maintain the System Records in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets, as issued by the Governmental Accounting Standards Board (GASB) or by the Financial Accounting Standards Board (FASB), as applicable to the Local Borrower. If required by law, the Local Borrower must have the System Records audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the Local Borrower. The Local Borrower must make all System Records and General Records available for inspection by the Authority at any reasonable time.

Section 3. **Notice of Change In Key Personnel**. Promptly after becoming aware thereof, the Local Borrower shall provide notice in writing to the Authority of any change to the information in Section 1 of the Loan Agreement and any other change in key personnel connected to the Project and Loan.

Section 4. **Notice of Material Adverse Change**. The Local Borrower shall promptly notify the Authority of any material adverse change in the activities, prospects or condition (financial or otherwise), of the Local Borrower relating to the System, or in the ability of the Local Borrower to make all Loan Repayments from the Source of Repayment described in this Loan Agreement and otherwise to observe and perform its duties, covenants, obligations and agreements hereunder.

Section 5. **Disadvantaged Business Enterprise (DBE) Program.** The Local Borrower must report DBE participation to the Authority based on guidance from the Authority.

Section 6. **Notice of Default**. Promptly after becoming aware thereof, Local Borrower shall give notice to the Authority of (i) the occurrence of any Event of Default under the Loan Agreement or (ii) the occurrence of any breach, default, Event of Default, or event which with the giving of notice or lapse of time, or both, could become a material breach, default, or Event of Default (a "Future Breach") under any agreement, indenture, mortgage, or other instrument

(other than the Loan Agreement) to which the Local Borrower is a party or by which it or any of its property is bound or affected. Local Borrower shall provide written notice to the Authority if the effect of such breach, default, Event of Default or Future Breach is to accelerate, or to permit the acceleration of, the maturity of any indebtedness under such agreement, indenture, mortgage, or other instrument; provided, however, that the failure of the Local Borrower to give such notice shall not affect the right and power of the Authority to exercise any and all of the remedies specified herein.

Section 7. **Notice of Construction Commencement**. The Local Borrower shall promptly notify the Authority immediately upon commencement of construction activities.

Section 8. **Notice of Non-Environmental Litigation**. Promptly after the commencement or overt threat thereof, Local Borrower shall provide the Authority with written notice of the commencement of all actions, suits, or proceedings before any court, arbitrator, or governmental department, commission, board, bureau, agency, or instrumentality affecting Local Borrower which, if adversely determined, could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Agreement.

Section 9. **Notice of Environmental Litigation**. Without limiting the provisions of Section 8 above, promptly after receipt thereof, Local Borrower shall provide the Authority with written notice of the receipt of all pleadings, orders, complaints, indictments, or other communication alleging a condition that may require Local Borrower to undertake or to contribute to a cleanup or other response under laws relating to environmental protection, or which seek penalties, damages, injunctive relief, or criminal sanctions related to alleged violations of such laws, or which claim personal injury to any person or property damage as a result of environmental factors or conditions or which, if adversely determined, could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Agreement.

Section 10. **Regulatory and Other Notices**. Promptly after receipt or submission thereof, Local Borrower shall provide the Authority with copies of any notices or other communications received from or directed to any governmental authority with respect to any matter or proceeding which could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or the ability of Local Borrower to perform its obligations under the Loan Agreement, or which reveals a substantial non compliance with any applicable law, regulation or rule.

Section 11. **Other Information**. The Local Borrower shall submit to the Authority other information regarding the condition (financial or otherwise), or operation of the Local Borrower as the Authority may, from time to time, reasonably request.

Section 12. **Additional Reporting Requirements.** The Local Borrower shall refer to the Loan Agreement Addendum for wage rate reporting requirements.

Exhibit D Source of Repayment: Excise Taxes

Section 1 Certain Definitions

As used in this Loan Agreement, the following terms shall have the meanings set forth below unless the context clearly requires otherwise:

"Additional Revenue Obligations" means any additional obligations which may hereafter be issued or incurred by the Local Borrower (or any financing conduit acting on behalf of the Local Borrower) having a lien upon and payable from Excise Tax Revenues and State Shared Revenues on a parity with, and in compliance with the terms of, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement, the First Loan Agreement, the Second Loan Agreement, the Third Loan Agreement, the Fifth Loan Agreement and this Loan Agreement.

"Annual Debt Service" means the amount to be paid in any Fiscal Year with respect to the Parity Obligations for payment of principal and interest requirements.

"Excise Tax Revenues" means revenues from the Local Borrower sales taxes, license and permit fees and fines and forfeitures which the Local Borrower now collects; provided that the Mayor and Common Council of the Local Borrower may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council.

"Fifth Loan Agreement" means the Loan Agreement (DW 920362-23), dated as of December 9, 2022, by and between the Local Borrower and the Authority.

"First Loan Agreement" means the Loan Agreement (CW 910176-19), dated as of August 10, 2018, by and between the Local Borrower and the Authority.

"Fiscal Year" means the fiscal year of the Local Borrower, currently the period July 1 through June 30.

"Fourth Loan Agreement" means the Loan Agreement (DW 920303-20), dated as of May 15, 2020, by and between the Local Borrower and the Authority.

"Fourth Purchase Agreement" means the Fourth Purchase Agreement, dated as of February 1, 2024, by and between U.S. Bank Trust Company, National Association, as seller, and the Local Borrower, as purchaser.

"Maximum Annual Debt Service" means, for any Fiscal Year, the greatest Annual Debt Service for the then-current or any succeeding Fiscal Year.

"Parity Obligations" means the Second Purchase Agreement, the Third Purchase Agreement, Fourth Purchase Agreement, the First Loan Agreement, the Second Loan Agreement, the Third Loan Agreement, the Fourth Loan Agreement, the Fifth Loan Agreement, this Loan Agreement and any Additional Revenue Obligations.

"Second Loan Agreement" means the Loan Agreement (DW 920293-19), dated as of January 18, 2019, by and between the Local Borrower and the Authority.

"Second Purchase Agreement" means the Second Purchase Agreement, dated as of June 1, 2014, by and between Zions First National Bank, as seller, and the Local Borrower, as purchaser.

"State" means the State of Arizona.

"State Shared Revenues" means revenues from amounts allocated or apportioned to the Local Borrower by the State, any political subdivision thereof or any other governmental unit or agency, except the share of the Local Borrower of any taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes.

"Third Loan Agreement" means the Loan Agreement (CW 910183-20), dated as of May 15, 2020, by and between the Local Borrower and the Authority.

"Third Purchase Agreement" means the Third Purchase Agreement, dated as of April 1, 2017, by and between U.S. Bank National Association, as seller, and the Local Borrower, as purchaser.

Section 2 Source of Repayment and Rate Covenant Provisions

(a) It is understood and agreed that all payments with respect to the Loan shall be made only from the Source of Repayment, which is hereby pledged to the payment of all amounts due under the Loan. The Source of Repayment is Excise Tax Revenues and State Shared Revenues. The Excise Tax Revenues and State Shared Revenues are hereby pledged by the Local Borrower to the payment of all amounts due under the Loan and such amounts shall be secured by a paramount and first lien on and pledge of the Excise Tax Revenues and State Shared Revenues on parity with the pledge and lien granted by the Local Borrower for the payment and security of the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement, the First Loan Agreement, the Second Loan Agreement, the Third Loan Agreement, the Fourth Loan Agreement, the Fifth Loan Agreement and any Additional Parity Obligations. The amounts due under this Loan Agreement, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement, the First Loan Agreement, the Second Loan Agreement, the Third Loan Agreement, the Fourth Loan Agreement, the Fifth Loan Agreement and any Additional Parity Obligations shall be equally and ratably secured by said pledge and lien without priority one over the other.

(b) The Local Borrower shall remit to the Authority from Excise Tax Revenues and State Shared Revenues all amounts due under this Loan Agreement in the amounts and at the times and for the purposes as required herein. The obligation of the Local Borrower to make payments of any amounts due under this Loan Agreement, including amounts due after default or termination hereof, is limited to payment from Excise Tax Revenues and State Shared Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of

the Local Borrower, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) The Local Borrower may, at the sole option of the Local Borrower, make payments due pursuant to the Loan from its other funds as permitted by law and as the Local Borrower shall determine from time to time, but the Authority acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Loan Agreement shall be payable out of any *ad valorem* property taxes imposed by the Local Borrower or from bonds or other obligations, the payment of which the Local Borrower's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by the Local Borrower according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

(d) Excise Tax Revenues and State Shared Revenues in excess of amounts, if any, required to be deposited with or held by the Authority for payments due under this Loan Agreement shall constitute surplus revenues and may be used by the Local Borrower for any lawful purpose for the benefit of the Local Borrower, including the payment of obligations to which Excise Tax Revenues and State Shared Revenues may from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Loan Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Loan Agreement and, with respect to payment from Excise Tax Revenues and State Shared Revenues, *pro rata*, as applicable, with amounts due with respect to the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement, the First Loan Agreement, the Second Loan Agreement, the Third Loan Agreement, the Fourth Loan Agreement, the Fifth Loan Agreement, and any Additional Revenue Obligations, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

(e) To the extent permitted by applicable law, Excise Tax Revenues shall be retained and maintained so that the amounts received from Excise Tax Revenues plus State Shared Revenues, when combined mathematically for such purpose only, all within and for the most recently completed Fiscal Year, shall have been equal to at least two (2) times the Annual Debt Service for the current Fiscal Year. If Excise Tax Revenues plus State Shared Revenues for any such Fiscal Year shall not have been equal to at least one and one-quarter (1.25) times the Annual Debt Service for the current Fiscal Year or if at any time it appears that Excise Tax Revenues plus State Shared Revenues will not be sufficient to meet such requirements, the Local Borrower shall, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the excise taxes or increase the rates for the excise taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each Fiscal Year in order that (i) Excise Tax Revenues plus State Shared Revenues will be sufficient to meet all current requirements hereunder and (ii) Excise Tax Revenues plus State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this paragraph.

(f) The Excise Tax Revenue Fund established in connection with the Third Purchase Agreement is expanded to provide for the purposes of this Loan Agreement and, after paying therefrom

amounts for the purposes described herein, such Fund may be reduced to zero, including by transferring any such balance to the General Fund of the Local Borrower.

Section 3 Additional Parity Obligations

Additional Revenue Obligations may be incurred but only if Excise Tax Revenues plus State Shared Revenues, when combined mathematically for such purpose only, in the most recently completed Fiscal Year, shall have amounted to at least two (2) times the Maximum Annual Debt Service.

Section 4 Default; Remedies Upon Default

The following shall supersede all contrary provisions herein to the extent of the subject matter hereof:

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described herein at the time when the same are to be paid as provided herein, (B) herein the violation by the Local Borrower of any other covenant or provision of this Loan Agreement, (C) the occurrence of an event of default with respect to the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement, the First Loan Agreement, the Second Loan Agreement, the Third Loan Agreement, the Fourth Loan Agreement, the Fifth Loan Agreement or any Additional Revenue Obligations or (D) the insolvency or bankruptcy of the Local Borrower as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of the Local Borrower or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described herein as required hereunder on the due date or the nonpayment of principal or interest due with respect to the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement, the First Loan Agreement, the Second Loan Agreement, the Third Loan Agreement, the Fourth Loan Agreement, the Fifth Loan Agreement or any Additional Revenue Obligations on their due dates; (B) in the case of the breach of any other covenant or provision of this Loan Agreement not cured within sixty (60) days after notice in writing from the Authority specifying such default and (C) in the case of any other default under any of the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement, the First Loan Agreement, the Second Loan Agreement, the Third Loan Agreement, the Fourth Loan Agreement, the Fifth Loan Agreement or any Additional Revenue Obligations after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) the Authority may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect any amounts payable by the Local Borrower under this Loan Agreement then due (but not such amounts

accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of the Local Borrower under this Loan Agreement, and with respect to Excise Tax Revenues and State-Shared Revenues, without notice and without giving any bond or surety to the Local Borrower or anyone claiming under the Local Borrower, have a receiver appointed of Excise Tax Revenues and State Shared Revenues which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and the Local Borrower does hereby irrevocably consent to such appointment); provided, however, that under no circumstances may such amounts due hereunder be accelerated.

Each right, power and remedy of the Authority provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by the Authority of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of the Authority to insist upon a strict compliance by the Authority with all the covenants and conditions hereof. The Local Borrower shall, upon not less than 10 days' prior request by the Authority, execute, acknowledge and deliver to the Authority a statement in writing certifying that this Loan Agreement is unmodified and in full force and effect (or, if this Loan Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) The Authority shall in no event be in default in the performance of any of its obligations hereunder unless and until the Authority shall have failed to perform such obligation within 30 days or such additional time as is reasonably required to correct any such default after notice by the Local Borrower properly specifying wherein the Authority has failed to perform any such obligation.

Exhibit E Debt Service Reserve Requirement

No Debt Service Reserve Required

The Local Borrower shall not be required to either (i) provide a Reserve Fund Surety or (ii) fund a Reserve Fund in cash in connection with this Agreement.

Exhibit F Replacement Reserve Requirements

No Replacement Reserve Required

The Local Borrower shall not be required to maintain a Replacement Reserve in connection with the Loan.

Exhibit G Opinion of Local Borrower Counsel

Enter Date of Opinion

Water Infrastructure Finance Authority of Arizona
Phoenix, Arizona

Ladies and Gentlemen:

I am an attorney admitted to practice in the State of Arizona and I have acted as counsel to the Town of Marana (the "*Local Borrower*"), which has entered into a Loan Agreement (as hereinafter defined) with the Water Infrastructure Finance Authority of Arizona (the "*Authority*"), and have acted as such in connection with the authorization, execution and delivery by the Local Borrower of the Loan Agreement (as hereinafter defined). Terms used and not otherwise defined herein have the meanings given to them in the Loan Agreement.

In so acting I have examined the Constitution and laws of the State of Arizona. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(a) the Loan Agreement, dated as of **TBD** (the "*Loan Agreement*") by and between the Authority and the Local Borrower; and

(b) proceedings of the governing board of the Local Borrower relating to the approval of the Loan Agreement and the Local Borrower Bond and the execution, issuance and delivery thereof on behalf of the Local Borrower, and the authorization of the undertaking and completion of the Project, including the proceedings relating to the election held on Enter Election Date on the question of authorizing the Local Borrower to enter into loan agreements with the Authority and/or issue the Local Borrower Bond, of which there is authorized but unissued capacity at least equal to the principal amount of the Loan.

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. The Local Borrower is a political subdivison of the State of Arizona with the legal right to carry on the business of the System as currently being conducted and as proposed to be conducted.

2. The Local Borrower has full legal right and authority to pledge the Source of Repayment for the Loan Repayments and to execute and deliver the Loan Agreement, and to observe and perform its duties, covenants, obligations and agreements thereunder and to undertake and complete the Project; subject, however, to the effect of restrictions and limitations imposed by or

resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment or other similar laws affecting creditors rights generally ("*Creditor's Rights Limitations*") heretofore or hereafter enacted.

3. The Local Borrower has duly and validly pledged the Source of Repayment for the punctual payment of the principal of and interest on the Loan and all other amounts due under the Loan Agreement and the Local Borrower Bond according to their respective terms.

4. All additional debt tests and reserve and other requirements applicable to the Local Borrower with respect to the pledge of the Source of Repayment have been satisfied.

5. The authorizing proceedings of the Local Borrower's governing body approving the Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Local Borrower, and authorizing the Local Borrower to undertake and complete the Project (hereinafter collectively called the "*Authorizing Resolutions*") have been duly and lawfully adopted and authorized in accordance with applicable Arizona law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Arizona law, and at which quorums were present and acting throughout.

6. The Loan Agreement has been duly authorized, executed and delivered by the authorized officers of the Local Borrower; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered the Loan Agreement, the Loan Agreement constitutes the legal, valid and binding obligation of the Local Borrower enforceable in accordance with its terms; subject, however, to the effect of and to restrictions and limitations imposed by or resulting from Creditor's Rights Limitations or other laws, judicial decisions and principles of equity relating to the enforcement of contractual obligations generally.

7. To the best of my knowledge, after such investigation as I have deemed appropriate, the authorization, execution and delivery of the Loan Agreement by the Local Borrower, the observance and performance by the Local Borrower of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Local Borrower or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust or other agreement to which the Local Borrower is a party or by which it, the System or its property or assets is bound.

8. To the best of my knowledge, after such investigation as I have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Local Borrower in connection with the authorization, execution, delivery and performance of the Loan Agreement, and the undertaking and completion of the Project have been obtained or made.

9. To the best of my knowledge, after such investigation as I have deemed appropriate, there is no litigation or other proceeding pending or threatened in any Court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Local Borrower or the validity, legality or enforceability of the Loan Agreement, or the undertaking or completion of the Project.

This opinion is rendered on the basis of Federal law and the laws of the State of Arizona as enacted and construed on the date hereof. I express no opinion as to any matter not set forth in the numbered paragraphs herein.

Very truly yours,

Exhibit H Tax Compliance Certificate of Local Borrower

Water Infrastructure Finance Authority of Arizona

$7,179,899.00 Loan to Town of Marana

The Water Infrastructure Finance Authority of Arizona (the "Authority") and Town of Marana (the "Local Borrower") are entering into a Loan Agreement (the "Loan Agreement") in the maximum principal amount stated above pursuant to which the Authority will make a loan (the "Loan") to the Local Borrower. In connection with its state revolving fund programs, the Authority issues its bonds ("Authority Bonds") from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be a Tax-Exempt Obligation that is not an AMT Obligation. Therefore, in order to establish certain facts necessary for the Loan to qualify and be treated as a Tax-Exempt Obligation that is not an AMT Obligation, and as required by the provisions of the Loan Agreement, the Local Borrower by its officer signing this Certificate, certifies, represents, and covenants as follows with respect to the Loan. All statements in this Certificate are of facts or, as to events to occur in the future, reasonable expectations.

I. DEFINITIONS

1.10. Attachment A. The definitions and cross-references set forth in Attachment A apply to this Certificate and its Attachments. All terms relating to a particular issue, such as Sale Proceeds, relate to the Loan, unless indicated otherwise. (For example, "Sale Proceeds" refers to Sale Proceeds of the Loan, unless indicated otherwise.)

1.20. Special Definitions. Terms used herein, to the extent not defined in Attachment A or below, have the same meaning as defined in the Loan Agreement. In addition, the following definitions apply to this Certificate and its Attachments:

"Instructions" means the Rebate Instructions attached hereto as Attachment A-1.

"Issue" means the Loan.

"Issuer" means the Local Borrower.

"Project" means the financing of a portion of the costs of acquisition, construction and improvement of facilities to be financed by the Loan and includes Issuance Costs and interest on the Loan for up to three years from the Issuance Date or, if later, one year after the date the Project is placed in service, all of which are governmental purposes for purposes of the Code.

"Reserve Fund" is defined in 3.40(a).

1.30. References. Reference to a Section means a section of the Code. Reference by number only (for example, "2.10") means that numbered paragraph of this Certificate. Reference to an Attachment means an attachment to this Certificate.

II. ISSUE DATA

2.10. Issuer. The Issuer is a Governmental Unit.

2.20. Purpose of Issue. The Issue is being issued to provide funds to pay costs of the Project.

2.30. Dates. The Sale Date of the Issue is the date on which the Loan Agreement is executed and delivered by the Authority and the Local Borrower, and the Issuance Date of the Issue is the first date on which the aggregate draws under the Loan exceed the lesser of $50,000 or 5% of the principal amount of the Loan.

2.40. Issue Price. The Issue Price of the Issue is the principal amount actually advanced by the Authority to the Issuer as the Loan.

2.50. Sale Proceeds, Net Proceeds, and Net Sale Proceeds. The amount of Sale Proceeds equals the Issue Price. The amount of Net Proceeds equals the Issue Price minus the amount of Proceeds (if any) deposited in the Reserve Fund (if any). The amount of Net Sale Proceeds equals the amount of Net Proceeds minus the Minor Portion.

2.60. Disposition of Sale Proceeds. There will be no Pre-Issuance Accrued Interest with respect to the Issue. The Sale Proceeds will be used to pay costs of the Project and, if applicable, to fund the Reserve Fund (if any).

2.70. Higher Yielding Investments. Gross Proceeds will not be invested in Higher Yielding Investments except for (A) the Minor Portion to the extent provided in 3.80, (B) those Gross Proceeds identified in 3.10, 3.20, and 3.30, but only during the applicable Temporary Periods there described for those Gross Proceeds, and (C) Gross Proceeds held in the Reserve Fund (if any) to the extent set forth in 3.40(a).

2.80. Single Issue. No other obligations have been or will be sold less than 15 days before or after the Sale Date pursuant to the same plan of financing with the Issue that are expected to be paid from substantially the same source of funds as the Issue, determined without regard to guarantees from a person who is not a Related Party to the Issuer. Accordingly, no obligations other than those of the Issue are a part of a single issue with the Issue.

III. ARBITRAGE (NONREBATE) MATTERS

3.10. Use of Net Sale Proceeds and Pre-Issuance Accrued Interest; Temporary Periods.

(A) Pre-Issuance Accrued Interest. There will be no Pre-Issuance Accrued Interest with respect to the Issue.

(B) Payment of Costs of the Project.

(1) All of the Net Sale Proceeds will be used to pay costs of the Project. Such Sale Proceeds may be used to acquire or hold Higher Yielding Investments for a period ending on the third anniversary of the Issuance Date (such period being the Temporary Period for such amount) because the following three tests are reasonably expected to be satisfied:

(i) At least 85% of the Net Sale Proceeds will be allocated to expenditures on the Project by the end of the Temporary Period;

(ii) Within 6 months of the Issuance Date, the Issuer will incur substantial binding obligations to third parties to expend at least 5% of the Net Sale Proceeds on the Project; and

(iii) Completion of the Project and allocation of the Net Sale Proceeds to expenditures will proceed with due diligence.

Any Sale Proceeds that remain unspent on the third anniversary of the Issuance Date, which is the expiration date of the Temporary Period for such Proceeds, shall not be invested in Higher Yielding Investments with respect to the Issue after that date except as part of the Minor Portion. In complying with the foregoing sentence, the Issuer may take into account "yield reduction payments" (within the meaning of Regulations §1.148-5(c)) paid to the United States.

(2) Any Reimbursement Allocation will qualify as a Reimbursement of Prior Capital Expenditures and will be made by an entry in the financial records of the Issuer kept with respect to the Issue showing that Sale Proceeds of the Issue have been returned to the fund or account of the Issuer from which such amount was originally and temporarily advanced to finance Capital Expenditures paid before this date by not more than (A) 18 months after the later of the date such Capital Expenditures were paid or the date on which the property resulting from such Capital Expenditures and comprising part of the Project was placed in service or (B) three years after the original expenditures were paid.

3.20. Investment Proceeds. Any Investment Proceeds will be used to pay costs of the Project and may be invested in Higher Yielding Investments during the Temporary Period identified in 3.10(B)(1) or, if longer, one year from the date of receipt, such period being the Temporary Period for such Proceeds.

3.30. Payment Fund. Amounts deposited from time to time in the fund of the Issuer from which payments will be made on the Issue, which is a Bona Fide Debt Service Fund, will be used to pay Debt Service on the Issue within 13 months after the amounts are so deposited, such period being the Temporary Period for such amounts.

3.40. Reserve Funds.

(A) Debt Service Reserve Fund. If (and only if) the Loan Agreement requires the funding of a debt service reserve fund ("Reserve Fund") in cash: The amount of Proceeds of the Loan deposited in the Reserve Fund shall not exceed

10% of the stated principal amount of the Loan. Amounts in the portion of the Reserve Fund allocable to the Issue may be invested in Higher Yielding Investments with respect to the Issue to the extent that such amounts do not exceed the least of (i) 10% of the principal amount of the Issue; (ii) maximum annual Debt Service; and (iii) 125% of average annual Debt Service. Any amounts in the portion of the Reserve Fund allocable to the Issue in excess of the least of these amounts will not be invested in Higher Yielding Investments with respect to the Issue. In complying with the yield restriction set forth in this Section, the Issuer may take into account "yield reduction payments" (within the meaning of Regulations § 1.148-5(c)) timely paid or to be timely paid to the United States because amounts in the Reserve Fund (other than investment earnings) are not reasonably expected to be used to pay Debt Service other than in connection with reductions in the amount required to be in the Reserve Account. The establishing and funding of the Reserve Fund was reasonably required by the Authority as a condition of making the Loan.

(B) Replacement Reserve Fund. If (and only if) the Loan Agreement requires the funding of a replacement reserve fund ("Replacement Reserve Fund") in cash: The Replacement Reserve Fund may be used for one or more of the following purposes: (i) the acquisition of new, or the replacement of obsolete or worn out, machinery, equipment, furniture, fixtures or other personal property for the Issuer's utility system, provided that the property is depreciable; (ii) the performance of repairs with respect to the Issuer's utility system that are of an extraordinary and non-recurring nature, provided that the property is depreciable; (iii) the acquisition or construction of additions to or improvements, extensions or enlargements to, or remodeling of, the Issuer's utility system, provided that the property is depreciable; and/or (iv) to make Debt Service payments to the Authority on the Issue (collectively, the "Permitted Uses"). The Issuer reasonably expects to use amounts in the Replacement Reserve Fund for Permitted Uses other than to make Debt Service payments to the Authority on the Issue, and therefore there is no reasonable assurance of the availability of those amounts to make Debt Service payments to the Authority on the Issue if the Issuer encounters financial difficulties

3.50. No Other Replacement Fund or Assured Available Funds. Except as described in 3.30 and, if and to the extent applicable, 3.40(A), , the Issuer has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay Debt Service on the Issue. Except for money referred to in 3.30 and Proceeds of a Refunding Issue, if any, no other money or Investment Property is or will be pledged as collateral or used for the payment of Debt Service on the Issue (or for the reimbursement of any others who may provide money to pay that Debt Service), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the holders of the Issue reasonable assurance of the availability of such money or Investment Property to pay Debt Service on the Issue.

3.60. No Overissuance. The Proceeds of the Issue are not reasonably expected to exceed the amount needed for the governmental purposes of the Issue as set forth in 2.20.

3.70. Other Uses of Proceeds Negated. Except as stated otherwise in this Certificate, none of the Proceeds of the Issue will be used:

(A) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Issuer or any other Governmental Unit,

(B) to replace any Proceeds of another issue that were not expended on the project for which such other issue was issued,

(C) to replace any money that was or will be used directly or indirectly to acquire Higher Yielding Investments,

(D) to make a loan to any person or other Governmental Unit,

(E) to pay any Working Capital Expenditure other than expenditures identified in Regulations §1.148-6(d)(3)(ii)(A) and (B) (i.e., Issuance Costs of the Issue, Qualified Administrative Costs, reasonable charges for a Qualified Guarantee or for a Qualified Hedge, interest on the Issue for a period commencing on the Issuance Date of the Issue and ending on the date that is the later of three years from such Issuance Date or one year after the date on which the project financed or refinanced by the Issue was or will be placed in service, payments of the Rebate Amount, and costs, other than those already described, that do not exceed 5% of the Sale Proceeds and that are directly related to Capital Expenditures financed or deemed financed by the Issue, principal or interest on an issue paid from unexpected excess Sale Proceeds or Investment Proceeds, and principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a Bona Fide Debt Service Fund), or

(F) to reimburse any expenditures made prior to the Issuance Date except those that qualify as a Reimbursement of Prior Capital Expenditures.

No portion of the Issue is being issued solely for the purpose of investing Proceeds in Higher Yielding Investments.

3.80. Minor Portion. The Minor Portion is equal to the lesser of 5% of the Sale Proceeds of the Issue and $100,000. Such Minor Portion may be invested in Higher Yielding Investments with respect to the Issue.

3.90. No Other Replacement Proceeds. That portion of the Issue that is to be used to finance Capital Expenditures has a weighted average maturity that does not exceed 120% of the weighted average reasonably expected economic life of the property resulting from such Capital Expenditures.

IV. REBATE MATTERS

4.10. Issuer Obligation Regarding Rebate. Consistently with its covenants contained in the Loan Agreement, the Issuer will calculate and make, or cause to be calculated and made,

payments of the Rebate Amount in the amounts and at the times and in the manner provided in Section 148(f) with respect to Gross Proceeds to the extent not exempted under Section 148(f)(4) and the Instructions.

4.20. No Avoidance of Rebate Amount. No amounts that are required to be paid to the United States will be used to make any payment to a party other than the United States through a transaction or a series of transactions that reduces the amount earned on any Investment Property or that results in a smaller profit or a larger loss on any Investment Property than would have resulted in an arm's length transaction in which the Yield on the Issue was not relevant to either party to the transaction.

4.30. Exceptions.

(A) Small Issuer Exception. The Issue is exempt under Section 148(f)(4)(D) from the rebate requirement **if all** of the following requirements are satisfied:

(1) The Issuer is a Governmental Unit with general taxing powers within the meaning of Section 148(f)(4)(D), and

(2) No part of the Issue is a Private Activity Bond, and

(3) All of the Net Proceeds will be used for "local governmental activities" of the Issuer within the meaning of Section 148(f)(4)(D) and none of the Net Proceeds will be used for any Private Business Use, and

(4) The aggregate principal amount of all Tax-Exempt Obligations, including the Issue, issued or to be issued by the Issuer, its subordinate entities and entities that issue any such obligations on behalf of the Issuer, or on behalf of which the Issuer issues any such obligations, during the current calendar year does not, and is not reasonably expected to, exceed $5,000,000. The Tax-Exempt Obligations taken into account for this purpose exclude any Private Activity Bonds and any Current Refunding Portion and Current Refunding Issue to the extent that the amount of such Current Refunding Portion or Current Refunding Issue does not exceed the outstanding amount of the obligations refunded by such Current Refunding Portion or Current Refunding Issue. No entity has been or will be formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV).

If, but only if, all of the above requirements are satisfied, check here: [____]

and sign here: _____

(B) General Exception. Notwithstanding the foregoing, the computations and payments of amounts to the United States referred to in IV need not be made to the extent that the Issuer will not thereby fail to comply with any requirements of Section 148(f) and the Instructions based on an opinion of bond counsel.

4.40. Election. The Issue is a Construction Issue. The Issuer hereby elects to apply the 2-year spending exception to the rebate requirements on the basis of actual facts instead of the Issuer's reasonable expectations.

V. OTHER TAX MATTERS

5.10. Not Private Activity Bonds or Pool Bonds. No obligation of the Issue will be a Private Activity Bond or a pooled financing bond (within the meaning of Section 149(f)), based on the following:

(A) Not more than 5% of the Proceeds, if any, directly or indirectly, will be used for a Private Business Use and not more than 5%, if any, of the Debt Service on the Issue, directly or indirectly, will be secured by any interest in property used or to be used for a Private Business Use or payments in respect of such property, or will be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a Private Business Use.

(B) Less than 5% of the Proceeds, if any, will be used to make or finance loans to any Private Person or Governmental Unit other than the Issuer.

(C) The lesser of the Proceeds that are being or will be used for any Private Business Use or the Proceeds with respect to which there are payments or (borrowed money) that are being or will be used for any Private Business Use does not exceed $15,000,000 and none of the Proceeds will be used with respect to an "output facility" (other than a facility for the furnishing of water) within the meaning of Section 141(b)(4).

(D) The Issuer does not expect to sell or otherwise dispose of the Project or any portion thereof during the term of the Issue except for dispositions of property in the normal course at the end of such property's useful life to the Issuer. With respect to tangible personal property, if any, that is part of the Project, the Issuer reasonably expects that:

(1) Dispositions of such tangible personal property, if any, will be in the ordinary course of an established governmental program;

(2) The weighted average maturity of the obligations of the Issue financing such property (treating the obligations of the Issue properly allocable to such personal property as a separate issue for this purpose) will not be greater than 120% of the reasonably expected actual use of such property for governmental purposes;

(3) The fair market value of such property on the date of disposition will not be greater than 25% of its cost;

(4) The property will no longer be suitable for its governmental purposes on the date of disposition; and

(5) The amounts received from any disposition of such property are required to be, and will be, commingled with substantial tax or other governmental revenues and will be spent on governmental programs within 6 months from the date of such deposit and commingling.

5.20. Issue Not Federally Guaranteed. The Issue is not Federally Guaranteed.

5.30. Not Hedge Bonds. At least 85% of the Spendable Proceeds will be used to carry out the governmental purposes of the Issue within three years from the Issuance Date. Not more than 50%, if any, of the Proceeds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more (including but not limited to any investment contract or fixed yield investment having a maturity of four years or more). The reasonable expectations stated above are not based on and do not take into account (A) any expectations or assumptions as to the occurrence of changes in market interest rates or changes of federal tax law or regulations or rulings thereunder or (B) any prepayments of items other than items that are customarily prepaid.

5.40. Hedge Contracts. The Issuer has not entered into, and does not reasonably expect to enter into, any Hedge with respect to the Issue, or any portion thereof. The Issuer acknowledges that entering into a Hedge with respect to the Issue, or any portion thereof, may change the Yield and that Bond Counsel should be contacted prior to entering into any Hedge with respect to the Issue in order to determine whether payments/receipts pursuant to the Hedge will be taken into account in computing the Yield.

5.50. Internal Revenue Service Information Return. Within the time and on the form prescribed by the Internal Revenue Service under Section 149(e), the Issuer will file with the Internal Revenue Service an Information Return setting forth the required information relating to the Issue. The information reported on that Information Return will be true, correct, and complete to the best of the knowledge and belief of the undersigned.

5.60. Responsibility of Officer.

(A) The officer signing this Certificate is one of the officers of the Issuer responsible for issuing the Issue.

(B) To the best of the knowledge, information, and belief of the undersigned, all expectations stated in this Certificate are the expectations of the Issuer and are reasonable, all facts stated are true, and there are no other existing facts, estimates, or circumstances that would or could materially change the statements made in this Certificate. The certifications and representations made in this Certificate are intended to be relied upon as certifications described in Regulations § 1.148-2(b). The Issuer acknowledges that any change in the facts or expectations from those set forth in this Certificate may result in different requirements or a change in status of the Issue or interest thereon under the Code, and that bond counsel should be contacted if such changes are to occur or have occurred.

Town of Marana

By:_____

Name:_____

Title:_____

List of Attachments

Attachment A -- Definitions for Tax Compliance Certificate

Attachment A-1 -- Rebate Instructions

Attachment A

Definitions for Tax Compliance Certificate of Local Borrower

The following terms, as used in Attachment A and in the Tax Compliance Certificate to which it is attached and in the other Attachments to the Tax Compliance Certificate, have the following meanings unless therein otherwise defined or unless a different meaning is indicated by the context in which the term is used. Capitalized terms used within these definitions that are not defined in Attachment A have the meanings ascribed to them in the Tax Compliance Certificate to which this Attachment A is attached. The word "Issue," in lower case, refers either to the Issue or to another issue of obligations or portion thereof treated as a separate issue for the applicable purposes of Section 148, as the context requires. The word "obligation" or "obligations," in lower case, includes any obligation, whether in the form of bonds, notes, certificates, or any other obligation that is a "bond" within the meaning of Section 150(a)(1). All capitalized terms used in this Certificate include either the singular or the plural. All terms used in this Attachment A or in the Tax Compliance Certificate to which this Attachment A is attached, including terms specifically defined, shall be interpreted in a manner consistent with Sections 103 and 141-150 and the applicable Regulations thereunder except as otherwise specified. All references to Section, unless otherwise noted, refer to the Code.

"Advance Refunding Issue" means any Refunding Issue that is not a Current Refunding Issue.

"Advance Refunding Portion" means that portion of a Multipurpose Issue that constitutes a separate governmental purpose and that would be treated as an Advance Refunding Issue if it had been issued as a separate issue.

"AMT Obligation" means a Tax-Exempt Obligation the interest on which is an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code.

"Available Construction Proceeds" means an amount equal to (a) the sum of (i) the Issue Price of an issue, (ii) Investment Proceeds on that Issue Price, (iii) earnings on any reasonably required reserve or replacement fund allocable to the issue not funded from the Issue Price, and (iv) Investment Proceeds and earnings on (ii) and (iii), (b) reduced by the portions, if any, of the Issue Price of the issue (i) attributable to Pre-Issuance Accrued Interest and earnings thereon, (ii) allocable to the underwriter's discount, (iii) used to pay other Issuance Costs of the issue, and (iv) deposited in a reasonably required reserve or replacement fund allocable to the issue. "Available Construction Proceeds" does not include Investment Proceeds or earnings on a reasonably required reserve or replacement fund allocable to the issue for any period after the earlier of (a) the close of the 2-year period that begins on the Issuance Date or (b) the date the construction of the project financed by the issue is substantially completed, provided, however, that such Investment Proceeds or earnings shall be excluded from "Available Construction Proceeds" if the Issuer has timely elected such exclusion. If an issue is a Multipurpose Issue that includes a New Money Portion that is a Construction Issue, this definition shall be applied by substituting "New Money Portion" for "issue" each place the latter term appears. If an issue or the New Money Portion of a Multipurpose Issue, as applicable, is

not a Construction Issue, and the Issuer makes the bifurcation election under Regulations §1.148-7(j)(1) and Section 148(f)(4)(C)(v) to treat the issue or the New Money Portion as two separate issues consisting of the Construction Portion and the Nonconstruction Portion, this definition shall be applied by substituting "Construction Portion" for "issue" each place the latter term appears.

"Bona Fide Debt Service Fund" means a fund, including a portion of or an account in that fund (or in the case of a fund established for two or more issues, the portion of that fund properly allocable to an issue), or a combination of such funds, accounts or portions that is used primarily to achieve a proper matching of revenues with Debt Service on an issue within each Bond Year and that is depleted at least once each year except for a reasonable carryover amount not to exceed the greater of the earnings thereon for the immediately preceding Bond Year or one-twelfth of the annual Debt Service on the issue for the immediately preceding Bond Year.

"Bond Year" means the annual period relevant to the application of Section 148(f) to an issue, except that the first and last Bond Years may be less than 12 months long. The last day of a Bond Year shall be the close of business on the day preceding the anniversary of the Issuance Date of an issue unless the Issuer selects another date on which to end a Bond Year in the manner permitted by the Code.

"Capital Expenditures" means costs of a type that are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of Placed in Service) under general federal income tax principles.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Commingled Fund" means any fund or account of the Issuer that contains both Gross Proceeds of an issue and amounts in excess of $25,000 that are not Gross Proceeds of the issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of funds deposited in the fund or account.

"Commingled Investment Proceeds" means Investment Proceeds of an issue (other than Investment Proceeds held in a Refunding Escrow) that are deposited in a Commingled Fund with substantial tax or other revenues from governmental operations of the Issuer and that are reasonably expected to be spent for governmental purposes within 6 months from the date of deposit in the Commingled Fund, using any reasonable accounting assumptions.

"Conduit Borrower" means the obligor on a purpose investment.

"Conduit Financing Issue" means an issue the Proceeds of which are reasonably expected to be used to finance one or more Conduit Loans.

"Conduit Loan" means a purpose investment acquired by the Issuer with Proceeds of a Conduit Financing Issue, thereby effecting a loan to the Conduit Borrower.

"Construction Expenditures" means Capital Expenditures allocable to the cost of real property (including the construction or making of improvements to real property, but excluding acquisitions of interests in land or other existing real property) or constructed personal property within the meaning of Regulations §1.148-7(g).

"Construction Issue" means an issue at least 75% of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property that is, or upon completion will be, owned by a Governmental Unit or a 501(c)(3) Organization. If an issue is a Multipurpose Issue that includes a New Money Portion, this definition shall be applied by substituting "New Money Portion" for "Construction Issue" each place the latter term appears. If an election under Section 148(f)(4)(C)(v) and Regulations §1.148-7(j) is made to bifurcate an issue or the New Money Portion of a Multipurpose Issue, this definition shall be applied by substituting "Construction Portion" for "Construction Issue" each place the latter term appears.

"Construction Portion" means that portion of an issue or the New Money Portion of a Multipurpose Issue at least 75% of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property that is, or upon completion will be, owned by a Governmental Unit or a 501(c)(3) Organization and that finances 100% of the Construction Expenditures.

"Controlled Group" means a group of entities controlled directly or indirectly by the same entity or group of entities within the meaning of Regulations §1.150-1(e).

"Current Refunding Issue" means a Refunding Issue that is issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Issue for the payment of Debt Service on the Refunded Bonds.

"Current Refunding Portion" means that portion of a Multipurpose Issue that constitutes a separate governmental purpose and that would be treated as a Current Refunding Issue if it had been issued as a separate issue.

"Debt Service" means principal of and interest and any redemption premium on an issue.

"Excess Gross Proceeds" means all Gross Proceeds of an Advance Refunding Issue that exceed an amount equal to 1% of the Sale Proceeds of such Advance Refunding Issue, other than Gross Proceeds allocable to: (a) payment of Debt Service on the Refunded Bonds; (b) payment of Pre-Issuance Accrued Interest on the Advance Refunding Issue and interest on the Advance Refunding Issue that accrues for a period up to the completion date of any capital project financed by the Prior Issue, plus one year; (c) a reasonably required reserve or replacement fund for the

Advance Refunding Issue or Investment Proceeds of such fund; (d) payment of Issuance Costs of the Advance Refunding Issue; (e) payment of administrative costs allocable to repaying the Refunded Bonds, carrying and repaying the Advance Refunding Issue, or investments of the Advance Refunding Issue; (f) Transferred Proceeds allocable to expenditures for the governmental purpose of the Prior Issue (treating for this purpose all unspent Proceeds of the Prior Issue properly allocable to the Refunded Bonds as of the Issuance Date of the Advance Refunding Issue as Transferred Proceeds); (g) interest on purpose investments; (h) Replacement Proceeds in a sinking fund for the Advance Refunding Issue; and (i) fees for a Qualified Guarantee for the Advance Refunding Issue or the Prior Issue. If an Issue is a Multipurpose Issue that includes an Advance Refunding Portion, this definition shall be applied by substituting "Advance Refunding Portion" for "Advance Refunding Issue" each place the latter term appears.

"Federally Guaranteed" means that (a) the payment of Debt Service on an issue, or the payment of principal or interest with respect to any loans made from the Proceeds of the issue, is directly or indirectly guaranteed in whole or in part by the United States or by an agency or instrumentality of the United States, within the meaning of Section 149(b) of the Code, or (b) more than 5% of the Proceeds of an issue will be invested directly or indirectly in federally insured deposits or accounts. The preceding sentence does not apply to (a) Proceeds invested during an initial Temporary Period until such Proceeds are needed to pay costs of the project, (b) investments of a Bona Fide Debt Service Fund, (c) direct purchases from the United States of obligations issued by the United States Treasury, or (d) other investments permitted by Section 149(b) or Regulations §1.149(b)-1(b).

"501(c)(3) Organization" means an organization described in Section 501(c)(3) and exempt from tax under Section 501(a).

"Fixed Yield Issue" means an issue of obligations the Yield on which is fixed and determinable on the Issuance Date.

"Governmental Unit" means a state, territory or possession of the United States, the District of Columbia, or any political subdivision thereof referred to as a "State or local governmental unit" in Regulations §1.103-1(a). "Governmental Unit" does not include the United States or any agency or instrumentality of the United States.

"Gross Proceeds" means Proceeds and Replacement Proceeds of an issue.

"Hedge" means a contract entered into by the Issuer or the Conduit Borrower primarily to modify the Issuer's or the Conduit Borrower's risk of interest rate changes with respect to an obligation (e.g., an interest rate swap, an interest rate cap, a futures contract, a forward contract or an option).

"Higher Yielding Investments" means any Investment Property that produces a Yield that (a) in the case of Investment Property allocable to Replacement Proceeds of an issue and Investment Property in a Refunding Escrow, is more than one thousandth of one percentage point (.00001) higher than the Yield on the applicable issue, and (b) for all other purposes is more than one-eighth of one percentage point (.00125) higher than the Yield on the issue.

"Investment Proceeds" means any amounts actually or constructively received from investing Proceeds of an issue in Investment Property.

"Investment Property" means investment property within the meaning of Sections 148(b)(2) and 148(b)(3), including any security (within the meaning of Section 165(g)(2)(A) or (B)), any obligation, any annuity contract and any other investment-type property (including certain residential rental property for family units as described in Section 148(b)(2)(E) in the case of any bond other than a Private Activity Bond). Investment Property includes a Tax-Exempt Obligation that is a "specified private activity bond" as defined in Section 57(a)(5)(C), but does not include other Tax-Exempt Obligations.

"Issuance Costs" means costs to the extent incurred in connection with, and allocable to, the issuance of an issue, and includes underwriter's compensation withheld from the Issue Price, counsel fees, financial advisory fees, rating agency fees, trustee fees, paying agent fees, bond registrar, certification and authentication fees, accounting fees, printing costs for bonds and offering documents, public approval process costs, engineering and feasibility study costs, guarantee fees other than for a Qualified Guarantee and similar costs, but does not include fees charged by the Issuer.

"Issuance Date" means the date of physical delivery of an issue by the Issuer in exchange for the purchase price of the issue.

"Issue Price" means in the circumstances applicable to an issue:

(1) Public Offering. In the case of obligations actually offered to the general public in a bona fide public offering at the initial offering price for each maturity set forth in the certificate of the underwriter or placement agent attached to the Tax Compliance Certificate of the Issuer, the aggregate of the initial offering price for each maturity (including any Pre-Issuance Accrued Interest and original issue premium, but excluding any original issue discount), which price is not more than the fair market value thereof as of the Sale Date, and at which initial offering price not less than 10% of the principal amount of each maturity, as of the Sale Date, was sold or reasonably expected to be sold (other than to bond houses, brokers or other intermediaries). In the case of publicly offered obligations that are not described in the preceding sentence, Issue Price means the aggregate of the initial offering price to the public of each maturity set forth in the certificate of the underwriter or placement agent attached to the Tax Compliance Certificate of the Issuer, which price is not more than the fair market value thereof as of the Sale Date, and at which initial offering price not less than 10% of the principal amount of each maturity was sold to the public.

(2) Private Placement. In the case of obligations sold by private placement, the aggregate of the prices (including any Pre-Issuance Accrued Interest and original issue premium, but excluding any original issue discount) paid to the

Issuer by the first purchaser(s) (other than bond houses, brokers or other intermediaries).

"Minor Portion" means an amount equal to the lesser of $100,000 or 5% of the Sale Proceeds of an issue.

"Multipurpose Issue" means an issue the bonds of which are allocable to two or more separate governmental purposes within the meaning of Regulations §1.148-9(h).

"Net Proceeds" means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for the issue.

"Net Sale Proceeds" means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for the issue and the portion invested as a part of a Minor Portion for the issue.

"New Money Issue" means an issue that is not a Refunding Issue.

"New Money Portion" means that portion of a Multipurpose Issue other than the Refunding Portion.

"Nonpurpose Investments" means any Investment Property that is acquired with Gross Proceeds as an investment and not in carrying out any governmental purpose of an issue. "Nonpurpose Investments" does not include any investment that is not regarded as "investment property" or a "nonpurpose investment" for the particular purposes of Section 148 (such as certain investments in U.S. Treasury obligations in the State and Local Government Series and certain temporary investments), but does include any other investment that is a "nonpurpose investment" within the applicable meaning of Section 148.

"Placed in Service" means the date on which, based on all the facts and circumstances, a facility has reached a degree of completion that would permit its operation at substantially its design level and the facility is, in fact, in operation at such level.

"Pre-Issuance Accrued Interest" means interest on an obligation that accrued for a period not greater than one year before its Issuance Date and that will be paid within one year after such Issuance Date.

"Preliminary Expenditures" means any Capital Expenditures that are "preliminary expenditures" within the meaning of Regulations §1.150-2(f)(2), i.e., architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project other than land acquisition, site preparation, and similar costs incident to commencement of construction. The aggregate amount of Preliminary Expenditures may not exceed 20% of the aggregate Issue Price of the issue or issues that financed or are reasonably expected to finance the project for which such Preliminary Expenditures are or were incurred.

"Prior Issue" means an issue of obligations all or a portion of the Debt Service on which is paid or provided for with Proceeds of a Refunding Issue. The Prior Issue may be a Refunding Issue.

"Private Activity Bond" means (a) obligations of an issue more than 10% of the Proceeds of which, directly or indirectly, are or are to be used for a Private Business Use and more than 10% of the Debt Service on which, directly or indirectly, is or is to be paid from or secured by payments with respect to property, or secured by property, used for a Private Business Use, or (b) obligations of an issue, the Proceeds of which are or are to be used to make or finance loans to any Private Person that, in the aggregate, exceed the lesser of 5% of such Proceeds or $5,000,000. In the event of Unrelated or Disproportionate Use, the tests in (a) shall be applied by substituting 5% for 10% each place the latter term is used.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any Private Person other than use as a member of, and on the same basis as, the general public. Any activity carried on by a Private Person (other than a natural person) shall be treated as a trade or business. In the case of a Qualified 501(c)(3) Bond, Private Business Use excludes use by a 501(c)(3) Organization that is not an unrelated trade or business activity by such 501(c)(3) Organization within the meaning of Section 513(a).

"Private Person" means any natural person or any artificial person, including a corporation, partnership, trust or other entity, other than a Governmental Unit. "Private Person" includes the United States and any agency or instrumentality of the United States.

"Proceeds" means any Sale Proceeds, Investment Proceeds, and Transferred Proceeds of an issue. "Proceeds" does not include Replacement Proceeds.

"Qualified Administrative Costs" means reasonable direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount are not Qualified Administrative Costs.

"Qualified 501(c)(3) Bonds" means an issue of obligations that satisfies the requirements of Section 145(a).

"Qualified Guarantee" means any guarantee of an obligation that constitutes a "qualified guarantee" within the meaning of Regulations §1.148-4(f).

"Qualified Hedge" means a Hedge that is a "qualified hedge" within the meaning of Regulations §1.148-4(h)(2).

"Rebate Amount" means the excess of the future value, as of any date, of all receipts on Nonpurpose Investments acquired with Gross Proceeds of an issue over the future value, as of that date, of all payments on those Nonpurpose Investments, computed in accordance with Section 148(f) and Regulations §1.148-3.

"Refunded Bonds" means obligations of a Prior Issue the Debt Service on which is or is to be paid from Proceeds of a Refunding Issue.

"Refunding Bonds" means obligations of a Refunding Issue.

"Refunding Issue" means an issue the Proceeds of which are or are to be used to pay Debt Service on Refunded Bonds and includes Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund and similar costs of the Refunding Issue.

"Refunding Escrow" means one or more funds established as part of a single transaction, or a series of related transactions, containing Proceeds of a Refunding Issue and any other amounts to be used to pay Debt Service on Refunded Bonds of one or more issues.

"Refunding Portion" means that portion of a Multipurpose Issue the Proceeds of which are, or are to be, used to pay Debt Service on Refunded Bonds and includes Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund and similar costs properly allocable to the Refunding Portion.

"Regulations" or "Reg." means Treasury Regulations.

"Reimbursement Allocation" means an allocation of the Proceeds of an issue for the Reimbursement of Prior Capital Expenditures, other than Preliminary Expenditures, that meets each of the following requirements: (a) is evidenced on the books or records of the Issuer maintained with respect to the issue, (b) the allocation entry identifies either actual prior Capital Expenditures, or the fund or account from which the prior Capital Expenditures were paid, and (c) evidences the Issuer's use of Proceeds of the issue to reimburse a Capital Expenditure for a governmental purpose that was originally paid from a source other than the Proceeds of the issue.

"Reimbursement of Prior Capital Expenditures" means a Reimbursement Allocation of Proceeds of the Issue to a Capital Expenditure paid prior to the Issuance Date of such Issue, that satisfies the following requirements: (a) the Capital Expenditure was paid after March 1, 1992; (b) prior to, or within 60 days after, payment of the Capital Expenditure (except Preliminary Expenditures), the Issuer adopted an official intent for the Capital Expenditure that satisfies Regulations §1.150-2(e); and (c) except for Preliminary Expenditures, the Reimbursement Allocation occurs or will occur within 18 months after the later of the date the Capital Expenditure was paid or the date the project resulting from such Capital Expenditure was Placed in Service or abandoned, but in no event more than 3 years after the Capital Expenditure was paid.

"Related Party" means, in reference to a Governmental Unit or 501(c)(3) Organization, any member of the same Controlled Group and, in reference to any person that is not a Governmental Unit or 501(c)(3) Organization, a "related person" as defined in Section 144(a)(3) of the Code.

"Replacement Proceeds" means, with respect to an issue, amounts (including any investment income, but excluding any Proceeds of any issue) replaced by Proceeds of that issue within the meaning of Section 148(a)(2). "Replacement Proceeds" includes amounts, other than Proceeds, held in a sinking fund, pledged fund or reserve or replacement fund for an issue.

"Sale Date" means, with respect to an issue, the first date on which there is a binding contract in writing with the Issuer for the sale and purchase of an issue (or of respective obligations of the issue if sold by the Issuer on different dates) on specific terms that are not later modified or adjusted in any material respect.

"Sale Proceeds" means that portion of the Issue Price actually or constructively received by the Issuer upon the sale or other disposition of an issue, including any underwriter's compensation withheld from the Issue Price, but excluding Pre-Issuance Accrued Interest.

"Spendable Proceeds" means the Net Sale Proceeds of an issue.

"Tax-Exempt Obligation" means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidences of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150, and includes any obligation or any investment treated as a "tax-exempt bond" for the applicable purpose of Section 148.

"Tax-Exempt Organization" means a Governmental Unit or a 501(c)(3) Organization.

"Temporary Period" means the period of time, as set forth in the Tax Compliance Certificate, applicable to particular categories of Proceeds of an issue during which such category of Proceeds may be invested in Higher Yielding Investments without the issue being treated as arbitrage bonds under Section 148.

"Transferred Proceeds" means that portion of the Proceeds of an issue (including any Transferred Proceeds of that issue) that remains unexpended at the time that any portion of the principal of the Refunded Bonds of that issue is discharged with the Proceeds of a Refunding Issue and that thereupon becomes Proceeds of the Refunding Issue as provided in Regulations §1.148-9(b). "Transferred Proceeds" does not include any Replacement Proceeds.

"Unrelated or Disproportionate Use" means Private Business Use that is not related to or is disproportionate to use by a Governmental Unit within the meaning of Section 141(b)(3) and Regulations §1.141-9.

"Variable Yield Issue" means any Issue that is not a Fixed Yield Issue.

"Working Capital Expenditures" means any costs of a type that do not constitute Capital Expenditures, including current operating expenses.

"Yield" has the meaning assigned to it for purposes of Section 148 of the Code, and means that discount rate (stated as an annual percentage) that, when used in computing the present worth of all applicable unconditionally payable payments of Debt Service, all payments for a Qualified Guarantee, if any, and all payments and receipts with respect to a Qualified Hedge, if any, paid and to be paid with respect to an obligation (paid and to be paid during and attributable to the Yield Period in the case of a Variable Yield Issue), produces an amount equal to (a) the Issue Price in the case of a Fixed Yield Issue or the present value of the Issue Price at the commencement of the applicable Yield Period in the case of a Variable Yield Issue, or (b) the purchase price for yield purposes in the case of Investment Property, all subject to the applicable methods of computation provided for under Section 148, including variations from the foregoing. The Yield on Investment Property in which Proceeds or Replacement Proceeds of an issue are invested is computed on a basis consistent with the computation of Yield on that issue, including the same compounding interval of not more than one year selected by the Issuer.

"Yield Period" means, in the case of the first Yield Period, the period that commences on the Issuance Date and ends at the close of business on the first Computation Date and, in the case of each succeeding Yield Period, the period that begins immediately after the end of the immediately preceding Yield Period and ends at the close of business on the next succeeding Computation Date.

The terms "bond", "obligation", "reasonably required reserve or replacement fund", "reserve or replacement fund", "loan", "sinking fund", "purpose investment", "same plan of financing", "other replacement proceeds", and other terms relating to Code provisions used but not defined in this Certificate shall have the meanings given to them for purposes of Sections 103 and 141 to 150 unless the context indicates another meaning.

(End of Attachment A)

ATTACHMENT A-1
to
Tax Compliance Certificate of Local Borrower

INSTRUCTIONS FOR COMPLIANCE WITH REBATE REQUIREMENTS OF SECTION 148(f) OF THE CODE.

The Issuer covenanted in the Loan Agreement and Tax Compliance Certificate to comply with the arbitrage rebate requirement of Section 148(f) of the Code. These Instructions provide guidance for that compliance, including the spending exceptions that free the Issue from all or part of the rebate requirements.

PART I: GENERAL

SECTION 1.01. REBATE GENERALLY.

The Rebate Amount[1] with respect to the Issue must be paid (rebated) to the United States to prevent the bonds of the Issue from being arbitrage bonds, the interest on which is subject to federal income tax. In general, the Rebate Amount is the amount by which the actual earnings on Nonpurpose Investments purchased (or deemed to have been purchased) with Gross Proceeds of the Issue exceed the amount of earnings that would have been received if those Nonpurpose Investments had a Yield equal to the Yield on the Issue.[2]

Stated differently, the Rebate Amount for the Issue as of any date is the excess of the Future Value, as of that date, of all Receipts on Nonpurpose Investments over the Future Value, as of that date, of all Payments on Nonpurpose Investments, computed using the Yield on the Issue as the Future Value rate.[3]

If the Issue is a Fixed Yield Issue, the Yield on the Issue generally is the Yield to maturity, taking into account mandatory redemptions prior to maturity. If the Issue is a Variable Yield Issue, the Yield on the Issue is computed separately for each Yield Period selected by the Issuer.

SECTION 1.02. SPECIAL DEFINITIONS.

1. Capitalized terms that are not defined in these Instructions are defined in Attachment A to the Tax Compliance Certificate of the Issuer.

2. Amounts earned on the Bona Fide Debt Service Fund for the Issue are not taken into account in determining the Rebate Amount since none of the obligations of the Issue are Private Activity Bonds, the rates of interest on the Issue do not vary and the average maturity of the Issue is at least 5 years.

3. The scope of these Instructions does not permit a detailed description of the computation of the Rebate Amount with respect to the Issue. If you need assistance in computing the Rebate Amount on the Issue, please contact your bond counsel.

For purposes of these Instructions, the following terms shall have the following meanings.

"Available Construction Proceeds" means an amount equal to (a) the sum of (i) the Issue Price of the issue, (ii) Investment Proceeds on that Issue Price, (iii) earnings on any reasonably required reserve or replacement fund allocated to the issue not funded from the Issue Price, and (iv) Investment Proceeds and earnings on (ii) and (iii), (b) reduced by the portions, if any, of the Issue Price of the issue (i) attributable to Pre-Issuance Accrued Interest and earnings thereon, (ii) allocated to the Underwriter's discount, (iii) used to pay other Issuance Costs of the issue, and (iv) deposited in a reasonably required reserve or replacement fund allocated to the issue. Available Construction Proceeds do not include Investment Proceeds or earnings on a reasonably required reserve or replacement fund allocated to the issue for any period after the earlier of (a) the close of the 2-year period that begins on the Issuance Date or (b) the date the construction of the Projects financed by the issue is substantially completed. If the issue consists of a New Money Portion and a Refunding Portion and the New Money Portion is a Construction Issue, this definition shall be applied by substituting "New Money Portion" for "issue" each place the latter term appears. If the issue or the New Money Portion, as applicable, is not a Construction Issue, and the Issuer makes the election under Regulations §1.148-7(j)(1) and Section 148(f)(4)(C)(v) to treat the issue or the New Money Portion as two separate issues consisting of the Construction Portion and the Nonconstruction Portion, this definition shall be applied by substituting "Construction Portion" for "issue" each place the latter term appears.

"Bifurcated Issue" means a New Money Issue or the New Money Portion of a Multipurpose Issue that the Issuer, pursuant to Section 148(f)(4)(C)(v) and Regulations §1.148-7(j), has elected in its Tax Compliance Certificate to bifurcate into a Construction Portion and a Nonconstruction Portion.

"Bond Counsel's Opinion" means an opinion or opinions of a nationally recognized bond counsel firm whose opinion is given with respect to the Issue when issued, or its successors or other nationally recognized bond counsel appointed by the Issuer.

"Bond Year" means the annual period relevant to the application of Section 148(f) to the issue, except that the first and last Bond Years may be less than 12 months long. The last day of a Bond Year shall be the close of business on the day preceding the anniversary of the Issuance Date of the issue unless the Issuer selects another date on which to end a Bond Year in the manner permitted by the Code.

"Computation Date" means each date on which the Rebate Amount for an issue is required to be computed under Regulations §1.148-3(e). In the case of a Fixed Yield Issue, the first Computation Date shall not be later than 5 years after the Issuance Date of the issue. Subsequent Computation Dates shall be not later than 5 years after the immediately preceding Computation Date for which an installment payment of the Rebate Amount was paid. In the case of a Variable Yield Issue, the first Computation Date shall be the last day of any Bond Year irrevocably selected by the Issuer ending on or before the fifth anniversary of the Issuance Date of such issue and

subsequent Computation Dates shall be the last day of each Bond Year thereafter or each fifth Bond Year thereafter, whichever is irrevocably selected by the Issuer after the first date on which any portion of the Rebate Amount is required to be paid to the United States. The final Computation Date is the date an issue is retired.

"Construction Expenditures" means Capital Expenditures allocable to the cost of real property (including the construction or making of improvements to real property, but excluding acquisitions of interests in land or other existing real property) or constructed personal property within the meaning of Regulations §1.148-7(g).

"Construction Issue" means an issue at least 75 percent of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property which is or is to be owned by a Governmental Unit or a 501(c)(3) Organization. If an election has been made in the Issuer's Tax Compliance Certificate to bifurcate an issue or the New Money Portion, the Construction Portion (i.e., that portion of the issue or the New Money Portion which satisfies the 75 percent test stated in the preceding sentence and which finances 100% of the Construction Expenditures) is treated as the Construction Issue and the balance of the issue or the New Money Portion is treated as the Nonconstruction Portion.

"Fixed Yield Issue" means an issue of obligations the Yield on which is fixed and determinable on the Issuance Date.

"Future Value" means the value of a Payment or Receipt at the end of a period determined using the economic accrual method as the value of that Payment or Receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the Yield on the Issue, using the same compounding interval and financial conventions that were used to compute that Yield.

"Guaranteed Investment Contract" means any Nonpurpose Investment that has specifically negotiated withdrawal or retirement provisions and a specifically negotiated interest rate and any agreement to supply investments on two or more future dates (e.g., a forward supply contract).

"Multipurpose Issue" means an issue that consists of a Refunding Portion and a New Money Portion.

"Payment" means payments actually or constructively made to acquire Nonpurpose Investments, as specified in Regulations §1.148-3(d)(1)i) through (v).

"Qualified Administrative Costs" means the reasonable, direct administrative costs, other than carrying costs, of purchasing or selling Nonpurpose Investments such as separately stated brokerage or selling commissions. Qualified Administrative Costs do not include legal and accounting fees, recordkeeping, custody, and similar costs, general overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount. In general, Qualified Administrative Costs are not reasonable unless they are comparable to administrative costs that would be charged for the same investment or

a reasonably comparable investment if acquired with a source of funds other than Gross Proceeds of Tax-Exempt Obligations.

"Reasonable Retainage" means an amount, not to exceed 5% of the Net Sale Proceeds of the Issue, that is retained for reasonable business purposes relating to the property financed with Proceeds of the Issue. For example, Reasonable Retainage may include a retention to ensure or promote compliance with a construction contract in circumstances in which the retained amount is not yet payable, or in which the Issuer reasonably determines that a dispute exists regarding completion or payment.

"Rebate Analyst" means an independent individual, firm or entity experienced in the computation of the Rebate Amount pursuant to Section 148(f) of the Code.

"Receipt" means amounts actually or constructively received from Nonpurpose Investments as specified in Regulations §1.148-3(d)(2)(i) through (iii).

"Variable Yield Issue" means any issue that is not a Fixed Yield Issue.

"Yield Period" means, in the case of the first Yield Period, the period that commences on the Issuance Date and ends at the close of business on the first Computation Date and, in the case of each succeeding Yield Period, the period that begins immediately after the end of the immediately preceding Yield Period and ends at the close of business on the next succeeding Computation Date.

PART II: EXCEPTIONS TO REBATE

SECTION 2.01. SPENDING EXCEPTIONS.

The rebate requirements with respect to the Issue are deemed to have been satisfied if any one of three spending exceptions (the 6-Month, the 18-Month, or the 2-Year Spending Exception, collectively, the "Spending Exceptions") is satisfied. The Spending Exceptions are each independent exceptions. The Issue need not meet the requirements of any other exception in order to use any one of the three exceptions. For example, a Construction Issue may qualify for the 6-Month Spending Exception or the 18-Month Spending Exception even though the Issuer makes one or more elections under the 2-Year Exception with respect to the Issue.

The following rules apply for purposes of all of the Spending Exceptions except as otherwise noted.

Refunding Issues. The only spending exception available for a Refunding Issue[4] is the 6-Month Spending Exception.

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4. For purposes of these Instructions, references to "Refunding Issue" include the Refunding Portion of a Multipurpose Issue.

Special Transferred Proceeds Rules. In applying the Spending Exceptions to a Refunding Issue, unspent Proceeds of the Prior Issue that become Transferred Proceeds of the Refunding Issue are ignored. If the Prior Issue satisfies one of the rebate Spending Exceptions, the Proceeds of the Prior Issue that are excepted from rebate under that exception are not subject to rebate either as Proceeds of the Prior Issue or as Transferred Proceeds of the Refunding Issue.

However, if the Prior Issue does not satisfy any of the Spending Exceptions and is not otherwise exempt from rebate, the Transferred Proceeds from the Prior Issue will be subject to rebate, even if the Refunding Issue satisfies the 6-Month Spending Exception. The Rebate Amount will be calculated on the Transferred Proceeds on the basis of the Yield of the Prior Issue up to each transfer date and on the basis of the Yield of the Refunding Issue after each transfer date.

Application of Spending Exceptions to a Multipurpose Issue. If the Issue is a Multipurpose Issue, the Refunding Portion and the New Money Portion are treated for purposes of the rebate Spending Exceptions as separate issues. Thus, the Refunding Portion is eligible to use only the 6-Month Spending Exception. The New Money Portion is eligible to use any of the three Spending Exceptions.

Expenditures for Governmental Purposes of the Issue. Each of the spending exceptions requires that expenditures of Gross Proceeds be for the governmental purposes of the Issue. These purposes include payment of interest (but not principal) on the Issue.

SECTION 2.02. 6-MONTH SPENDING EXCEPTION.

The Issue will be treated as satisfying the rebate requirements if all of the Gross Proceeds of the Issue are allocated to expenditures for the governmental purposes of the Issue within the 6-month period beginning on the Issuance Date and the Rebate Amount, if any, with respect to earnings on amounts deposited in a reasonably required reserve or replacement fund or a Bona Fide Debt Service Fund if and to the extent that such Fund is subject to rebate (see footnote 3) is timely paid to the United States. If no bond of the Issue is a Private Activity Bond (other than a Qualified 501(c)(3) Bond) or a tax or revenue anticipation bond, the 6-month period is extended for an additional 6 months if the unexpended Gross Proceeds of the Issue at the end of the 6-month period do not exceed the lesser of 5% of the Proceeds of the Issue or $100,000.

For purposes of the 6-Month Spending Exception, Gross Proceeds required to be spent within 6 months do not include amounts in a reasonably required reserve or replacement fund for the Issue or in a Bona Fide Debt Service Fund for the Issue.

SECTION 2.03. 18-MONTH SPENDING EXCEPTION.

The Issue (or the New Money Portion if the Issue is a Multipurpose Issue) is treated as satisfying the rebate requirement if the conditions set forth in (A), (B) and (C) are satisfied.

(A) All of the Gross Proceeds of the Issue (excluding amounts in a reasonably required reserve or replacement fund for the Issue or in a Bona Fide Debt Service Fund for the Issue) are allocated to expenditures for the governmental purposes of the Issue in accordance with the following schedule, measured from the Issuance Date:

(1) at least 15% within 6 months;

(2) at least 60% within 12 months; and

(3) 100% within 18 months, subject to the Reasonable Retainage exception described below.

(B) The Rebate Amount, if any, with respect to earnings on amounts deposited in a reasonably required reserve or replacement fund or in a Bona Fide Debt Service Fund for the Issue, to the extent such Fund is subject to rebate (see footnote 3), is timely paid to the United States. And,

(C) The Gross Proceeds of the Issue qualify for the initial 3-year Temporary Period.

If the only unspent Gross Proceeds at the end of the 18th month are Reasonable Retainage, the requirement that 100% of the Gross Proceeds be spent by the end of the 18th month is treated as met if the Reasonable Retainage, and all earnings thereon, are spent for the governmental purposes of the Issue within 30 months of the Issuance Date.

For purposes of determining whether the spend-down requirements have been met as of the end of each of the first two spending periods, the amount of Investment Proceeds that the Issuer reasonably expects as of the Issuance Date to earn on the Sale Proceeds and Investment Proceeds of the Issue during the 18-month period are included in Gross Proceeds of the Issue. The final spend-down requirement includes actual Investment Proceeds for the entire 18 months.

The 18-Month Spending Exception does not apply to the Issue (or the New Money Portion, as applicable) if any portion of the Issue (or New Money Portion) is treated as meeting the rebate requirement under the 2-Year Spending Exception discussed below. This rule prohibits use of the 18-Month Spending Exception for the Nonconstruction Portion of a Bifurcated Issue. The only Spending Exception available for the Nonconstruction Portion of a Bifurcated Issue is the 6-Month Spending Exception.

SECTION 2.04. 2-YEAR SPENDING EXCEPTION FOR CERTAIN CONSTRUCTION ISSUES.

(A) In general. A Construction Issue no bond of which is a Private Activity Bond (other than a Qualified 501(c)(3) Bond or a Bond that finances property to be owned by a Governmental Unit or a 501(c)(3) Organization) is treated as satisfying the rebate requirement if the Available Construction Proceeds of the Issue are allocated to expenditures for the governmental purposes of the Issue in accordance with the following schedule, measured from the Issuance Date:

(1) at least 10% within 6 months;

(2) at least 45% within 1 year;

(3) at least 75% within 18 months; and

(4) 100% within 2 years, subject to the Reasonable Retainage exception described below.

Amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund for the Issue are not treated as Gross Proceeds for purposes of the expenditure requirements. However, unless the Issuer has elected otherwise in the Tax Compliance Certificate, earnings on amounts in a reasonably required reserve or replacement fund for the Issue are treated as Available Construction Funds during the 2-year period and therefore must be allocated to expenditures for the governmental purposes of the Issue.

If the Issuer elected in the Tax Compliance Certificate to exclude from Available Construction Proceeds the Investment Proceeds or earnings on a reasonably required reserve or replacement fund for the Issue during the 2-year spend-down period, the Rebate Amount, if any, with respect to such Investment Proceeds or earnings from the Issuance Date must be timely paid to the United States. If the election is not made, the Rebate Amount, if any, with respect to such Investment Proceeds or earnings after the earlier of the date construction is substantially completed or 2 years after the Issuance Date must be timely paid to the United States. The Rebate Amount, if any, with respect to earnings on amounts in a Bona Fide Debt Service Fund must be timely paid to the extent such Fund is subject to the rebate requirements (see footnote 3).

The Issue does not fail to satisfy the spending requirement for the fourth spend-down period (i.e., 100% within 2 years of the Issuance Date) if the only unspent Available Construction Proceeds are amounts for Reasonable Retainage if such amounts (together with all earnings on such amounts) are allocated to expenditures within 3 years of the Issuance Date.

For purposes of determining whether the spend-down requirements have been met as of the end of each of the first 3 spend-down periods, Available Construction Proceeds include the amount of Investment Proceeds or earnings that the Issuer reasonably expected as of the Issuance Date to earn during the 2-year period. For purposes of satisfying the final spend-down requirement,

Available Construction Proceeds include actual Investment Proceeds or earnings from the Issuance Date through the end of the 2-year period.

Available Construction Proceeds do not include Gross Proceeds used to pay Issuance Costs financed by the Issue, but do include earnings on such Proceeds. Thus, an expenditure of Gross Proceeds to pay Issuance Costs does not count toward meeting the spend-down requirements, but expenditures of earnings on such Gross Proceeds to pay Issuance Costs do count.

(B) 1½% penalty in lieu of rebate for Construction Issues. If the Issuer elected in the Tax Compliance Certificate for a Construction Issue, or for the Construction Portion of a Bifurcated Issue, to pay a 1½% penalty in lieu of the Rebate Amount on Available Construction Proceeds in the event that the Construction Issue fails to satisfy any of the spend-down requirements, the 1½% penalty is calculated separately for each spend-down period, including each semi-annual period after the end of the fourth spend-down period until all Available Construction Proceeds have been spent. The penalty is equal to 0.015 times the underexpended Proceeds as of the end of the applicable spend-down period. The fact that no arbitrage is in fact earned during such spend-down period is not relevant. The Rebate Amount with respect to Gross Proceeds other than Available Construction Proceeds (e.g., amounts in a reasonably required reserve or replacement fund or in a Bona Fide Debt Service Fund, to the extent subject to rebate (see footnote 3)) must be timely paid.

PART III: COMPUTATION AND PAYMENT.

SECTION 3.01. COMPUTATION AND PAYMENT OF REBATE AMOUNT.

If none of the Spending Exceptions described above is satisfied (and if the 1-1/2% penalty election for a Construction Issue or the Construction Portion of a Bifurcated Issue has not been made), then within 45 days after each Computation Date, the Issuer shall compute, or cause to be computed, the Rebate Amount as of such Computation Date. The first Computation Date is a date selected by the Issuer, but shall be not later than 5 years after the Issuance Date. Each subsequent Computation Date shall end 5 years after the previous Computation Date except that, in a Variable Yield Issue, the Issuer may select annual Yield Periods. The final Computation Date shall be the date the last obligation of the Issue matures or is finally discharged.

Within 60 days after each Computation Date (except the final Computation Date), the Issuer shall pay to the United States not less than 90% of the Rebate Amount, if any, computed as of such Computation Date. Within 60 days after the final Computation Date, the Issuer shall pay to the United States 100% of the Rebate Amount, if any, computed as of the final Computation Date. In computing the Rebate Amount, a computation credit of $1,000 may be taken into account on the last day of each Bond Year to the Computation Date during which there are unspent Gross Proceeds that are subject to the rebate requirement, and on the final maturity date.

If the operative documents pertaining to the Issue establish a Rebate Fund and require the computation of the Rebate Amount at the end of each Bond Year, the Issuer shall calculate, or cause to be calculated, within 45 days after the end of each Bond Year the Rebate Amount, taking into account the computation credit of $1,000 for each Bond Year. Within 50 days after the end of

each Bond Year, if the Rebate Amount is positive, the Issuer shall deposit in the Rebate Fund such amount as will cause the amount on deposit therein to equal the Rebate Amount, and may withdraw any amount on deposit in the Rebate Fund in excess of the Rebate Amount. Payments of the Rebate Amount to the Internal Revenue Service on a Computation Date shall be made first from amounts on deposit in the Rebate Fund and second from other amounts specified in the operative documents.

Each payment of the Rebate Amount or portion thereof shall be payable to the Internal Revenue Service and shall be made to the Internal Revenue Service Center, Ogden, UT 84201 by certified mail. Each payment shall be accompanied by Internal Revenue Service Form 8038-T and any other form or forms required to be submitted with such remittance.

SECTION 3.02. BOOKS AND RECORDS.

(A) The Issuer or Trustee, as applicable, shall keep proper books of record and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the Gross Proceeds of the Issue. Such records shall specify the account or fund to which each Nonpurpose Investment (or portion thereof) held by the Issuer or Trustee is to be allocated and shall set forth as to each Nonpurpose Investment (1) its purchase price, (2) identifying information, including par amount, interest rate, and payments dates, (3) the amount received at maturity or its sales price, as the case may be, including accrued interest, (4) the amounts and dates of any payments made with respect thereto, and (5) the dates of acquisition and disposition or maturity.

The Issuer, Trustee, or Rebate Analyst, as applicable, shall retain the records of all calculations and payments of the Rebate Amount until six years after the retirement of the last obligation that is a part of the Issue.

SECTION 3.03. FAIR MARKET VALUE.

No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

The fair market value of any Nonpurpose Investment shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in an arms-length transaction. Fair market value generally is determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding (i.e., the trade date rather than the settlement date). Except as otherwise provided in this Section, a Nonpurpose Investment that is not of a type traded on an established securities market (within the meaning of Section 1273 of the Code) is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(A) Obligations purchased directly from the Treasury. The fair market value of a United States Treasury obligation that is purchased directly from the United States Treasury is its purchase price.

(B) Safe harbor for Guaranteed Investment Contracts. The purchase price of a Guaranteed Investment Contract shall be treated as its fair market value on the purchase date if all the following conditions are met:

(1) The Issuer or broker makes a bona fide solicitation for a specified Guaranteed Investment Contract and receives at least three bona fide bids from reasonably competitive providers (of Guaranteed Investment Contracts) that have no material financial interest in the Issue.

(2) The Issuer purchases the highest-yielding Guaranteed Investment Contract for which a qualifying bid is made (determined net of broker's fees);

(3) The Yield on the Guaranteed Investment Contract (determined net of broker's fees) is not less than the Yield then available from the provider on reasonably comparable Guaranteed Investment Contracts, if any, offered to other persons from a source of funds other than Gross Proceeds of Tax-Exempt Obligations;

(4) The determination of the terms of the Guaranteed Investment Contract takes into account as a significant factor the Issuer's reasonably expected drawdown schedule for the amounts to be invested, exclusive of amounts deposited in a Bona Fide Debt Service Fund and a reasonably required reserve or replacement fund;

(5) The terms of the Guaranteed Investment Contract, including collateral security requirements, are reasonable; and

(6) The obligor on the Guaranteed Investment Contract certifies the administrative costs that it is paying (or expects to pay) to third parties in connection with the Guaranteed Investment Contract.

(C) Safe harbor for certificates of deposit. The purchase price of a certificate of deposit shall be treated as its fair market value on the purchase date if all of the following requirements are met:

(1) The certificate of deposit has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal; and

(2) The Yield on the certificate of deposit is not less than (a) the Yield on reasonably comparable direct obligations of the United States, or (b) the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Certificates evidencing the foregoing requirements should be obtained before purchasing any Guaranteed Investment Contract or certificate of deposit.

SECTION 3.04. CONSTRUCTIVE SALE/PURCHASE.

(A) Nonpurpose Investments that are held by the Issuer or Trustee as of any Computation Date (or Bond Year if the computations are required to be done annually) shall be treated for purposes of computing the Rebate Amount as of such date as having been sold for their fair market value as of such date. Investment Property which becomes allocated to Gross Proceeds of the Issue on a date after such Investment Property has actually been purchased shall be treated for purposes of the rebate requirements as having been purchased by the Issuer on such date of allocation at its fair market value on such date.

(B) For purposes of constructive or deemed sales or purchases of Investment Property (other than Investment Property in the Escrow Fund or that is otherwise not invested for a Temporary Period or is not part of a reasonably required reserve or replacement fund for the Issue) must be valued at its fair market value on the date of constructive or deemed sale or purchase

(C) Except as set forth in (B), fixed rate Investment Property that is (1) issued with not more than 2% of original issue discount or original issue premium, (2) issued with original issue premium that is attributable exclusively to reasonable underwriters' compensation or (3) acquired with not more than 2% of market discount or market premium, may be treated as having a fair market value equal to its outstanding stated principal amount, plus accrued interest. Fixed rate Investment Property also may be treated as having a fair market value equal to its present value.

SECTION 3.05. ADMINISTRATIVE COSTS.

(A) Administrative costs shall not be taken into account in determining the payments for or receipts from a Nonpurpose Investment unless such administrative costs are Qualified Administrative Costs. Thus, administrative costs or expenses paid, directly or indirectly, to purchase, carry, sell, or retire Nonpurpose Investments generally do not increase the Payments for, or reduce the Receipts from, Nonpurpose Investments.

(B) Qualified Administrative Costs are taken into account in determining the Payments and Receipts on Nonpurpose Investments and thus increase the Payments for, or decrease the Receipts from, Nonpurpose Investments. In the case of a Guaranteed Investment Contract, a broker's commission or similar fee paid on behalf of either the Issuer or the provider is an administrative cost that is not a Qualified Administrative Cost to the extent that the present value (computed using the taxable discount rate used by the parties to compute the commission or, if not readily ascertainable, a reasonable taxable discount rate) of the commission, as of the date the contract is purchased, exceeds the present value of annual payments equal to 0.05 percent of the weighted average amount reasonably expected to be invested each year during the term of such contract.

PART IV: COMPLIANCE AND AMENDMENT

SECTION 4.01. COMPLIANCE.

The Issuer, Trustee or Rebate Analyst, as applicable, shall take all necessary steps to comply with the requirements of these Instructions in order to ensure that interest on the Issue is excluded from gross income for federal income tax purposes under Section 103(a) of the Code. However, compliance shall not be required in the event and to the extent stated therein the Issuer and the Trustee receive a Bond Counsel's Opinion that either (A) compliance with such requirement is not required to maintain the exclusion from gross income for federal income tax purposes of interest on the Issue, or (B) compliance with some other requirement in lieu of such requirement will comply with Section 148(f) of the Code, in which case compliance with the other requirement specified in the Bond Counsel's Opinion shall constitute compliance with such requirement.

SECTION 4.02. LIABILITY.

If for any reason any requirement of these Instructions is not complied with, the Issuer and the Trustee, if applicable, shall take all necessary and desirable steps to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence. The Trustee shall have no duty or responsibility to independently verify any of the Issuer's, or the Rebate Analyst's, calculations with respect to the payments of the Rebate Amount due and owing to the United States. Under no circumstances whatsoever shall the Trustee be liable to the Issuer, any bondholder or any other person for any inclusion of the interest on the Issue in gross income for federal income tax purposes, or any claims, demands, damages, liabilities, losses, costs or expenses resulting therefrom or in any way connected therewith, so long as the Trustee acts only in accordance with these Instructions and the operative documents pertaining to the Issue.

(End of Attachment A-1)

The 8038G will be prepared when $50,000 of loan funds have been disbursed

LOAN AGREEMENT STANDARD TERMS AND CONDITIONS

Water Infrastructure Finance Authority of Arizona

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This document sets forth Standard Terms and Conditions applicable to the Loan made by the WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (the "*Authority*") to the Local Borrower. These Standard Terms and Conditions are a part of the Loan Agreement to which this document is attached. Certain terms used herein are defined in Article 8.

Article 1 Covenants of the Local Borrower Relating to the System and the Project.

Section 1.1 **Operation and Maintenance of System**. The Local Borrower covenants and agrees that it shall, in accordance with prudent utility practice, (a) at all times operate the properties of the System and any business in connection therewith in an efficient manner, (b) maintain the System in good repair, working order and operating condition, and (c) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the System so that at all times the operations carried on in connection therewith shall be properly and advantageously conducted from revenues of the System or, if the Local Borrower so elects, from any other source of funds lawfully available.

Section 1.2 **Additions and Modifications**. The Local Borrower may make any additions, renewals, replacements, modifications or improvements to the System which it deems desirable and which do not materially reduce the operational integrity of any part of the System. All such renewals, replacements, additions, modifications and improvements shall become a part of the System.

Section 1.3 **Disposition of Project and System**.

(a) The Local Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System except upon compliance with the provisions of this Section; provided, however that the requirements of this Section shall not apply to transactions which are capital leases within the meaning of generally accepted accounting principles to finance expansion or improvement of the System and under which the Local Borrower maintains a purchaser's interest or other beneficial ownership, use, possession and control of the System so long as no default exists.

(b) The Local Borrower may sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System if the Local Borrower shall give at least ninety (90) days' prior written notice to the Authority of the proposed transaction, and the Authority gives its written consent which shall not be unreasonably withheld. The Local Borrower understands that the Authority, in determining whether or not to give its consent, must determine that the proposed transaction will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements or conditions of any grant received by the Authority or the State from the United States of America, which is related to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act, as amended, and the Federal Safe Drinking Water Act, as amended.

(c) Notwithstanding the provisions of subsection (b) above, the Local Borrower may sell, lease or otherwise dispose of, any of the property comprising part of the System without prior notice to or the consent of the Authority, other than the Project, in either of the following circumstances:

(i) If the Local Borrower determines that such property is not necessary, useful or profitable to the operation of the System; or

(ii) If the value of such property sold, leased or otherwise disposed of in any one year is equal to not more than 5% of the value of the fixed assets of the System.

Section 1.4 **Cost of Project**. The Local Borrower certifies that the estimated Eligible Project Costs as listed in Section 1 of Exhibit B is a reasonable and accurate estimation of the Eligible Project Costs and, upon the direction of the Authority the Local Borrower will supply the Authority with a certificate from its engineer stating that such estimated Eligible Project Costs is a reasonable and accurate estimation.

Article 2 Additional Covenants of the Local Borrower

Section 2.1 **Unconditional Obligations**. The obligation of the Local Borrower to make the Loan Repayments and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part described herein are payable solely from the Source of Repayment described in this Loan Agreement and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments hereunder remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or the System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project or this Loan Agreement, or any rights of set-off, recoupment, abatement or counterclaim that the Local Borrower might otherwise have against the Authority or any other party or parties; provided, however, that payments under this Loan Agreement shall not constitute a waiver of any such rights. The Local Borrower shall not be obligated to make any payments required to be made by any other local borrowers under separate loan agreements or local borrower bonds. Notwithstanding any other provision of this Section 2.1, or this Loan Agreement, neither the Authority, nor any assignee of the Authority shall have the right or ability to compel the repayment of this Loan Agreement from any source other than the Source of Repayment.

Section 2.2 **Performance Under Loan Agreement**. The Local Borrower covenants and agrees (a) to maintain the System in good repair and operating condition; (b) to cooperate with the Authority to the extent it may lawfully do so, in the observance and performance of the respective duties, covenants, obligations and agreements of such Local Borrower and the Authority under this Loan Agreement; and (c) to comply with the covenants set forth in this Loan Agreement.

Section 2.3 **Disclaimer of Warranties**. The Local Borrower acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its respective agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the System or the Project; and (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the laws of the United States or of the State.

Section 2.4 **Loan Repayments; Prepayments; Providing for Payment of the Loan**.

(a) Loan Repayments.

(i) The Local Borrower shall pay to the Authority the amounts set forth in the Loan Repayment Schedule contained in Exhibit A on or before the due dates shown in Exhibit A.

(ii) Each payment made as a Loan Repayment as described in subsection (i) shall be applied first to the combined interest and fee payment then due and payable on the Loan and then to the principal amount of the Loan.

(iii) In addition to the other payments required by this Section, the Local Borrower shall pay a late charge for any payment that is received by the Authority later than the tenth day following its due date, in an amount equal to six percent per annum of the amount of the late payment from its due date to the date it is actually paid; provided, however, that the combined interest and fee rate payable on the Loan including such late charge shall not be in excess of the maximum rate permitted by law or any proceedings or resolution authorizing the execution of this Loan Agreement.

(iv) Upon the final disbursement, if the Loan amount is less than the estimated Eligible Project Costs, the amount of each Principal Installment due as set forth in the Loan Repayment Schedule contained in Exhibit A shall be adjusted to achieve substantially level debt service, and the Authority shall compute the adjusted combined interest and fee amounts to reflect the adjusted principal amounts and shall enter the results in a revised Loan Repayment Schedule delivered to the Local Borrower.

(b) Prepayments. The Loan is not subject to prepayment prior to the tenth anniversary of the final loan draw. The Local Borrower may prepay the Principal Repayment Amount of the Loan in whole or in part in advance of the due dates on or after the tenth anniversary of the final loan draw without penalty upon written notice delivered to the Authority at least 60 days prior to the prepayment date. If the Local Borrower prepays the Repayment Principal Amount in part, the amount of each Principal Installment due as set forth in the Loan Repayment Schedule contained in Exhibit A shall be adjusted to achieve substantially level debt service. Upon such adjustment, the Authority shall compute the adjusted combined interest and fees amounts to reflect the adjusted principal amounts and shall enter the results in the Loan Repayment Schedule with notice to the Local Borrower.

(c) Providing for Payment of the Loan. The Local Borrower may at any time provide for the payment and discharge of the Loan, as provided in this subsection. The Loan shall be deemed to have been paid and discharged if:

(i) the Local Borrower has delivered to the Authority proof satisfactory to the Authority that the Local Borrower has deposited with a financial institution acceptable to the Authority, in trust for and irrevocably committed to payments on the Loan, cash or non-callable direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) and obligations of any agency or instrumentality of the United States of America the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America, which are of such maturities and interest payment dates, and bear such interest, as will be sufficient together with any moneys also deposited, without further investment or reinvestment of either the principal amount or the interest earnings (which earnings are to be held likewise in trust and so committed), to pay all the amounts due under the Loan, as set forth in the Loan Repayment Schedule contained in Exhibit A, as evidenced in a report of an independent firm of nationally recognized certified public accountants addressed to and delivered to the Authority; and

(ii) the Authority has received a bond counsel opinion (as described in Section 6.2(b) and (c) below) to the effect that the deposit of funds and the investment of such deposit, as described in the preceding paragraph, will not, by itself, adversely affect the exclusion from gross income of interest on the Loan or any Authority Bonds for federal income tax purposes.

Section 2.5 **Source of Repayment of Local Borrower's Obligations and Pledge**. The Local Borrower irrevocably pledges the Source of Repayment described in this Loan Agreement for the punctual payment of all amounts due under the Loan Agreement. The Authority and the Local Borrower agree that the amounts payable by the Local Borrower under this Loan Agreement are payable solely from the Source of Repayment described in this Loan Agreement and are not payable from any other source whatsoever, unless the Local Borrower chooses to pay, and pays, any amount due hereunder from any other source lawfully available to it.

Section 2.6 **Insurance**. The Local Borrower shall maintain or cause to be maintained in force, insurance policies with responsible insurers or self-insurance programs or through membership in a risk retention pool, including, but not limited to, the Arizona Municipal Risk Retention Pool (in accordance with the Local Borrower's customary practices) providing against risk of direct physical loss, damage or destruction of the Project and the System, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining system facilities of the nature of the System, including liability coverage, all to the extent available at reasonable cost.

Section 2.7 **No Liens**. Except for:

(a) the debt service on any future bonds, notes or other evidence of indebtedness of the Local Borrower issued or contractual obligations incurred in accordance with this Loan Agreement payable from the funds pledged to the payment of this Loan Agreement which are on parity with the lien and charge on the funds so pledged to pay this Loan Agreement and

(b) as provided in Exhibit D of this Loan Agreement, the debt service on currently outstanding bonds, notes or evidences of indebtedness or contractual obligations of the Local Borrower, if any, payable from the Source of Repayment described in Exhibit D of this Loan Agreement which the Local Borrower has disclosed to the Authority in writing,

the funds so pledged as described in this Loan Agreement after the payment of all costs of operating and maintaining the System, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto which are prior to, or of equal rank with, the obligation of the Local Borrower to pay this Loan Agreement, and all corporate or other action on the part of the Local Borrower to that end has been and will be duly and validly taken.

Section 2.8 **Disadvantaged Business Enterprises**. As applicable, the Local Borrower shall comply with 40 C.F.R Part 33[1] including but not limited to:

Local Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in sections (a) through (e) above.

These conditions must be included in all procurement contracts entered into by the Local Borrower for all DWRF and CWRF projects:

(a) The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.

(b) The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.

(c) If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.

[1] See Article 9 for a full list of applicable federal laws and authorities relating to Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

(d) The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

(e) The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

(f) The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 – DBE Program Subcontractor Performance Form. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Local Borrower.

(g) The prime contractor must complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package to the Local Borrower.

(h) A Local Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

> The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 3 Representations of Local Borrower

The Local Borrower represents for the benefit of the Authority that the representations contained in this Loan Agreement are true at the time of execution and delivery of this Loan Agreement and, other than with respect to events outside of Local Borrower's control, will be true in all material respects at all times during the term of this Loan Agreement.

Section 3.1 **Organization and Authority**.

(a) The Local Borrower is a Political Subdivision or Indian Tribe as defined in the Authority Act.

(b) The Local Borrower has full legal right and authority and has, or will obtain as and when required, all necessary licenses and permits required to acquire, own, operate and maintain the Project and the System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, to pledge the Source of Repayment, and to carry out and consummate all transactions contemplated by this Loan Agreement. The Project is a project which the Local Borrower may undertake pursuant to State law and for which the Local Borrower is authorized by law to borrow money.

(c) The proceedings of the Local Borrower's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Local Borrower, and authorizing the Local Borrower to undertake and complete the Project have been duly and lawfully adopted in accordance with the laws of the State.

(d) This Loan Agreement has been duly authorized, executed and delivered by an Authorized Officer of the Local Borrower; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered this Loan Agreement, this Loan Agreement constitutes a legal and valid obligation of the Local Borrower enforceable in accordance with its terms, and the information contained under "Description of the Loan" in this Loan Agreement is true and accurate in all material respects.

Section 3.2 **Full Disclosure**.

(a) To the best of the Local Borrower's knowledge, there is no fact that the Local Borrower has not disclosed to the Authority in writing that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the System, or the ability of the Local Borrower to make all Loan Repayments due hereunder and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(b) The information relating to the Local Borrower (including without limitation the financial and statistical data contained therein) submitted to the Authority by the Local Borrower in connection with the Authority's approval of the Loan was at the time of the Authority's approval of the Loan and at all times subsequent thereto up to and including the Loan Closing, will be (if necessary by amendment provided by the Local Borrower) true and correct and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any adverse respect. To the extent permitted by law, and notwithstanding any other provision of this Loan Agreement, the Local Borrower will indemnify, save and hold harmless the Authority, and each of the Authority's agents, for, from and against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorneys' fees incurred as a result of any omission or misstatement of material fact in the information submitted to the Authority by the Local Borrower in connection with the Authority's approval of the Loan, as it may have been supplemented and amended by the Local Borrower.

Section 3.3 **Pending Litigation**. There are no proceedings pending, or to the knowledge of the Local Borrower, threatened, against or affecting the Local Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the System, or the ability of the Local Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement that have not been disclosed in writing to the Authority in the Local Borrower's application for the Loan or otherwise.

Section 3.4 **Compliance with Existing Laws and Agreements**. The authorization, execution and delivery of this Loan Agreement by the Local Borrower, the observance and performance by the Local Borrower of its duties, covenants, obligations and agreements hereunder and the consummation of the transactions provided for in this Loan Agreement, the compliance by the Local Borrower with the provisions of this Loan Agreement and the undertaking and completion of the Project will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Local Borrower pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of this Loan Agreement and any ordinance or resolution or indenture which authorized outstanding obligations of the Local Borrower which are on a parity with this Loan Agreement as to a lien on, or a source and security for, payment thereon from the source of payment that is pledged to the Loan Repayments) to which the Local Borrower is a party or by which the Local Borrower, the System or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Local Borrower was established or any laws, ordinances, resolutions, governmental rules, regulations or court orders to which the Local Borrower, the System or its properties or operations are subject.

Section 3.5 **No Defaults**. No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Local Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the ability of the Local Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.6 **Governmental Consent**. The Local Borrower has or will have obtained prior to the date of the Loan Closing all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental agency) for the making, observance and performance

by the Local Borrower of its duties, obligations and agreements under this Loan Agreement or for the undertaking or completion of the Project and the financing thereof, and the Local Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Local Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing thereof; and the Local Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Local Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer, other than those already obtained or reasonably expected to be obtained, is required on the part of the Local Borrower as a condition to the authorization, execution and delivery of this Loan Agreement, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

Section 3.7 **Compliance with Law**. The Local Borrower:

(a) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and the failure to comply with which would materially adversely affect the ability of the Local Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Local Borrower or the System; and

(b) has obtained, or will obtain as and when required, all licenses, permits, franchises or other governmental authorizations necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Local Borrower to undertake or complete the Project or the condition (financial or otherwise) of the Local Borrower or the System.

Article 4 Assignment

Section 4.1 **Assignment and Transfer by Authority**. The Local Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with the Clean Water Revolving Fund and Drinking Water Revolving Fund programs of the Authority.

Section 4.2 **Assignment by Local Borrower**. This Loan Agreement may not be assigned by the Local Borrower for any reason, unless the following conditions shall be satisfied: (i) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code or another entity acceptable to the Authority and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Local Borrower's duties, covenants, agreements and obligations hereunder; (ii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Borrower hereunder; and (iii) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from the United States of America relating to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act and the Federal Safe Drinking Water Act.

No assignment shall relieve the Local Borrower from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Local Borrower shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Article 5 Defaults and Remedies

Section 5.1 **Events of Default**. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "*Event of Default*":

(a) failure by the Local Borrower to pay, or cause to be paid, when due any Loan Repayment;

(b) failure by the Local Borrower to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Local Borrower for borrowed money (other than the Loan), after giving effect to the applicable grace period, the payments of which are secured by the Source of Repayment described in this Loan Agreement;

(c) failure by the Local Borrower to perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraphs (a) and (b) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Local Borrower by the Authority, unless the Authority agrees in writing to an extension of such time prior to its expiration, provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Authority may not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Local Borrower and diligently pursued until the Event of Default is corrected;

(d) the institution of any proceeding, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from the Source of Repayment described in this Loan Agreement;

(e) a determination by the Authority that any material representation made by or on behalf of the Local Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement, is false or misleading in any material respect; and

(f) the filing of a petition by or against the Local Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Local Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Local Borrower becoming insolvent or bankrupt or making an assignment for the benefit of its creditors; or the appointment of a custodian (including, without limitation, a receiver, liquidator or trustee of the Local Borrower or any of its property including the System) by court order, or possession of the Local Borrower or its property or assets is taken if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.2 **Notice of Default**. The Local Borrower shall give the Authority prompt telephone notice of the occurrence of any Event of Default referred to in Section 5.1 paragraph (c) hereof, and of the occurrence of any other event or condition that constitutes an Event of Default, at such time as any senior administrative or financial officer of the Local Borrower becomes aware of the existence thereof. Any telephone notice pursuant to this Section shall be confirmed in writing by the end of the next Business Day.

Section 5.3 **Remedies on Default.**

(a) Whenever an Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the Authority shall have the right to take any action permitted or required pursuant to this Loan Agreement and to take whatever other action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due on their scheduled payment dates or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Local Borrower hereunder, including, without limitation, appointment of a receiver of the System.

(b) Nothing in this Loan Agreement shall be construed to affect the Attorney General taking action to enforce this Loan Agreement in accordance with the Authority Act.

Section 5.4 **Attorney's Fees and Other Expenses**. In the event of a default hereunder by the Local Borrower, the Local Borrower shall on demand and to the extent not prohibited by applicable law pay to the Authority the reasonable fees and expenses of attorneys and other reasonable expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by the Authority in the collection of Loan

Repayments or any other sum due hereunder or in the enforcement of performance or observance of any other duties, covenants, obligations or agreements of the Local Borrower to the extent permitted by law.

Section 5.5 **Application of Moneys**. The parties acknowledge that: (a) all amounts coming due hereunder as Loan Repayments shall be treated as principal and combined interest and fees with respect to the Loan which amounts are secured by a pledge of the Source of Repayment in accordance with Exhibit D of this Loan Agreement; and (b) amounts coming due under Section 5.4 hereof shall be secured by the Source of Repayment on a basis subordinate to the Loan Repayments, but on a parity with comparable expenses relating to such Outstanding Parity Obligations and Additional Parity Obligations.

However, any moneys collected by the Authority pursuant to Section 5.3 in the exercise of remedies with respect to amounts due or to become due hereunder shall be applied: (a) first, to pay any attorney's fees or other fees and expenses owed by the Local Borrower pursuant to Section 5.4 hereof, (b) second, to pay delinquent combined interest fees and late charges on the Loan; (c) third, to pay combined interest and fees then due and payable on the Loan; (d) fourth, to pay delinquent principal on the Loan in order of scheduled maturity; (e) fifth, to pay principal then due and payable on the Loan; and (f) sixth, to pay any other amounts due and payable pursuant to this Loan Agreement.

Section 5.6 **No Remedy Exclusive; Waiver; Notice**. No remedy conferred upon or reserved to the Authority hereunder is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it as described in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 5.7 **Retention of Authority's Rights**. Notwithstanding any assignment or transfer of this Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Local Borrower at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Local Borrower to the Authority.

Section 5.8 **Default by the Authority**. In the event of any default by the Authority in any duty, covenant, agreement or obligation described in this Agreement, the Local Borrower's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority described herein as may be necessary or appropriate. The Authority shall on demand pay to the Local Borrower the reasonable fees and expenses of attorneys and other reasonable expenses in the enforcement of such performance or observance.

Article 6 Provisions Applicable to Loans Financed by or Pledged to Secure Authority Bonds

Section 6.1 **General.** The Local Borrower acknowledges that the Authority is entering into this Loan Agreement and agreeing to make the Loan at this time for the benefit of the Local Borrower, and that the Authority may finance the Loan, along with other loans to other local borrowers, through the issuance of Authority Bonds and may pledge the Loan to secure Authority Bonds. If and for so long as the Authority's source of funds to make disbursements on, or to carry, the Loan represented by this Loan Agreement is, or becomes, the proceeds of Authority Bonds, or this Loan Agreement is assigned by the Authority as security for payment of amounts due or to become due on Authority Bonds, the Local Borrower agrees to cooperate with the Authority with respect to the issuance of Authority Bonds by furnishing and certifying information concerning the Local Borrower, the Project, the System and the Source of Repayment, and by agreeing to reasonable modifications and additions to this Loan Agreement necessary or convenient for the Authority Bond transaction. Without limiting the generality of the foregoing, the Local Borrower agrees that if the Authority at any time determines, in its discretion, that it is necessary in connection with the

issuance of Authority Bonds or the maintenance of the Authority's bond program, then the provisions set forth in this Article shall be in effect.

Section 6.2 **Tax Covenants**.

(a) General. The Local Borrower acknowledges that, in connection with its state revolving fund programs, the Authority issues its Authority Bonds from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be a Tax-Exempt Obligation that is not an AMT Obligation. Therefore, the Local Borrower represents and covenants as follows with respect to the Loan and the Authority Bonds. The Local Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Loan or the Authority Bonds under Section 103(a) of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an AMT Obligation, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon a bond counsel opinion as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly use or permit the use of any proceeds of the Loan or any other funds of the Local Borrower or take or omit to take any action that would cause the Loan or the Authority Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code or to fail to meet any other applicable requirement of Sections 103, 141, 148, 149 and 150 of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. To that end, the Local Borrower will comply with all applicable requirements of Sections 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Loan.

(b) Modification Based on Bond Counsel Opinion. Notwithstanding any provision of this Section, if the Local Borrower provides to the Authority a bond counsel opinion to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Loan or the Authority Bonds pursuant to Section 103(a) of the Internal Revenue Code, the provisions of this Section and the covenants in this Section shall be deemed to be modified to that extent.

(c) Bond Counsel Opinion. For purposes of this Article, "bond counsel opinion" means an opinion letter of a firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and who is acceptable to the Authority.

Section 6.3 **Third Party Beneficiaries**. The Trustee, the owners from time to time of the Authority Bonds, any Credit Enhancer from time to time of the Authority Bonds and any underwriter of the Authority Bonds are each expressly acknowledged to be third party beneficiaries of this Loan Agreement and each representation, agreement, duty, obligation and provision of this Loan Agreement.

Section 6.4 **Additional Documents Relating to Authority Bonds**. The Local Borrower will furnish to the Authority and certify to such information and execute and deliver and cause to be executed and delivered such documents as the Authority, the underwriter or other parties to any Authority Bond transaction may reasonably require, including, without limitation:

(a) a certificate of an Authorized Officer of the Local Borrower to the effect that the information contained in the Final Official Statement (defined in Section 6.5, paragraph (a)) for the Authority Bonds concerning the Local Borrower is correct in all material respects and is an accurate summary of the information which it purports to summarize, and that nothing has come to the Authorized Officer's attention that would lead the Authorized Officer to believe that the information in the Final Official Statement relating to the Local Borrower contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(b) subject to the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 (the "*Disclosure Rule*"), a continuing disclosure undertaking of the Local Borrower meeting the requirements of the Disclosure Rule , and a statement of the Local Borrower as to whether it has failed to provide any information and

notices required by the provisions of previous continuing disclosure undertakings, if any, of the Local Borrower under the Disclosure Rule, and if it has not, describing the circumstances and status of such failure; and

(c) an appropriate certificate executed by Authorized Officer of the Local Borrower concerning the reasonable expectations of the Local Borrower as to the use of the proceeds of the Loan and such other matters as may be required on the part of the Local Borrower in order to ensure that the Authority Bonds are and will remain Tax-Exempt Obligations that are not AMT Obligations, and the Local Borrower covenants to comply with the provisions of such certificate; and

(d) such other certificates, documents and information, and supplemental opinions of Local Borrower's counsel, as the Authority, the underwriters of the Authority Bonds or other parties to the Authority Bonds transaction may reasonably require and as are necessary to confirm the continued truth and accuracy of information supplied by or on behalf of the Local Borrower.

Section 6.5 **Disclosure Regarding Authority Bonds**.

(a) The information, if any, relating to the Local Borrower (including without limitation the financial and statistical data contained therein) which has been furnished by the Local Borrower to be included in, and which is included in, a Preliminary Official Statement of the Authority (the "*Preliminary Official Statement*"), or a final Official Statement (the "*Final Official Statement*") of the Authority concerning any Authority Bonds, as of the respective dates of each such document and at all times subsequent thereto up to and including the Bond Closing, will be (if necessary by amendment provided by the Local Borrower) true and correct and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. To the extent permitted by law, and notwithstanding any other provision of this Loan Agreement, the Local Borrower will indemnify, save and hold harmless the Authority and each other local borrower, if any, included in the Final Official Statement, and each of such parties' respective agents, for, from and against any and all claims, damages, liability and court awards including costs, expenses and attorneys fees incurred as a result of any omission or misstatement of a material fact in the Local Borrower's information in the Final Official Statement, as it may have been supplemented or amended by the Local Borrower.

(b) The Local Borrower agrees that from the date of the Final Official Statement and for a period until not later than 25 days after the date of the Bond Closing if and so long as the offering of the Authority Bonds continues (i) the Local Borrower will furnish such information with respect to itself as the Authority (for itself or at the request of the underwriters of the Authority Bonds) may from time to time reasonably request and (ii) if any event shall occur as a result of which it is necessary, in the opinion of Bond Counsel to the Authority, or counsel for the underwriters of the Authority Bonds, to amend or supplement the information in the Final Official Statement relating to the Local Borrower in order to make such information not misleading in light of the circumstances then existing, the Local Borrower will forthwith prepare, and furnish to the Authority and the underwriters such information relating to the Local Borrower as may be necessary to permit the preparation of an amendment of or supplement to the Final Official Statement (in form and substance satisfactory to the Bond Counsel to the Authority and counsel for the underwriters) which will amend or supplement the Final Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances then existing, not misleading.

(c) The Local Borrower agrees that if prior to the 25th day following the end of the underwriting period of the Authority Bonds, as defined for purposes of the Disclosure Rule, any event shall occur which causes the representations contained in Section 6.4, paragraph (a) to be false in any material respect, the Local Borrower shall promptly notify the Authority of such development, and if in the opinion of the Authority and the underwriters of the Authority Bonds such development requires the preparation of a supplement or an amendment to the Preliminary Official Statement or the Final Official Statement, the Local Borrower agrees to cooperate with the Authority and the underwriters for the Authority Bonds in preparing any such supplement or amendment in a form acceptable to such parties and to pay all reasonable expenses incurred by such parties in connection with the preparation thereof.

Section 6.6 **Assignment and Transfer by Authority to Trustee**.

(a) The Local Borrower expressly acknowledges that, other than the right of the Authority to be indemnified by the Local Borrower, all right, title and interest of the Authority in, to and under this Loan Agreement will be assigned to the Trustee as security for the Authority Bonds, as applicable, as provided in the Authority's Master Trust Indenture, and that if any Event of Default shall occur the Trustee, pursuant to the Authority's Master Trust Indenture, shall be entitled to act hereunder in the place and stead of the Authority. The Local Borrower hereby acknowledges the requirements of the Authority's Master Trust Indenture applicable to the Authority Bonds and consents to such assignment and appointment. The Authority shall retain the right to compel or otherwise enforce observance and performance by the Local Borrower of its duties, covenants, obligations and to be indemnified by the Local Borrower; provided, however, that in no event shall the Authority or the Trustee have the right to accelerate the payments under this Loan Agreement.

(b) The Local Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with any refunding of the Authority Bonds or otherwise in connection with the Clean Water Revolving Fund and Drinking Water Revolving Fund programs of the Authority.

Section 6.7 **Conditions to Assignment by Local Borrower**. Notwithstanding Section 4.2, this Loan Agreement may not be assigned by the Local Borrower for any reason, unless the following conditions shall be satisfied: (i) the Authority, the Trustee and the Credit Enhancer, if any, of the Authority Bonds shall have approved said assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Internal Revenue Code or another entity acceptable to the Authority and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Local Borrower's duties, covenants, agreements and obligations hereunder; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Borrower hereunder; (iv) the Authority and the Trustee shall have received an opinion of bond counsel to the effect that such assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code or make the Authority Bonds or the Loan AMT Obligations; and (v) the Authority and the Trustee shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of the Master Trust Indenture or any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act and the Federal Safe Drinking Water Act.

No assignment shall relieve the Local Borrower from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Local Borrower shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Section 6.8 **Sale or Other Disposition of Project or System**. The Local Borrower agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System unless (i) the transferee assumes the Local Borrower's obligations under this Loan Agreement in accordance with Section 6.6, (ii) the Authority shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements under the Bond Documents, and will not adversely affect the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation or cause such Authority Bonds to be AMT Obligations, and (iii) the Credit Enhancer, if any, of the Authority Bonds shall have given its prior written consent to such disposition.

Section 6.9 **Deficiencies Under Bond Documents Caused by Failure to Make Loan Repayment**. The Local Borrower acknowledges that payment of the Authority Bonds by the Authority, including payment from moneys drawn by the Trustee from the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ established under the Bond Documents, does not constitute payment of the amounts due under this Loan Agreement. If at any time the amounts on deposit in the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ shall be less than the amounts required by the Bond Documents as the result of any transfer of moneys from the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ which in turn is the result of a failure by the Local Borrower to make any Loan Repayments required hereunder, the Local Borrower agrees to (i) replenish such moneys so transferred, and (ii) replenish any deficiency arising from losses incurred in making such transfer as the result of the

liquidation by the Authority of investment securities acquired as an investment of moneys in the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Accounts, by making payments to the Authority in equal monthly installments for the lesser of six (6) months or the remaining term of the Loan at a combined interest and fee rate to be determined by the Authority necessary to make up any loss caused by such deficiency, provided that the combined interest and fee rate payable on the Loan including such make-up combined interest and fees shall not exceed the maximum rate permitted by the Authorizing Proceedings which authorized this Loan Agreement.

Section 6.10 **Indemnification**. To the extent permitted by law, the Local Borrower shall indemnify, save and hold harmless the Authority against any and all claims, damages, liability and court awards including costs, expenses and attorney fees to the extent incurred as a result of any gross negligence or willful misconduct by the Local Borrower, or its employees, agents or subcontractors pursuant to the terms of this Loan Agreement.

Section 6.11 **Compliance with Master Trust Indenture**. The Local Borrower covenants and agrees to take such action as it may lawfully take and as the Authority shall reasonably request so as to enable the Authority to observe and comply with, all duties, covenants, obligations and agreements contained in the Master Trust Indenture insofar as such duties, covenants, obligations and agreements relate to the obligations of the Local Borrower under this Loan Agreement.

Section 6.12 **Provisions Relating to Default**.

(a) Any notice or information which the Local Borrower is to give to the Authority pursuant to the provisions of Article 5 shall also be given by the Local Borrower to the Trustee and to any Credit Enhancer at the same time.

(b) Notwithstanding the provisions of Section 5.3, paragraph (a) and Section 5.7, so long as a Credit Enhancer is not in default of its obligations with respect to its payment guarantee of the Authority Bonds and such guarantee is in effect, the Credit Enhancer shall have the right to direct the exercise of remedies provided for herein and the Trustee and the Authority shall not pursue any remedy except with the prior written consent of the Credit Enhancer.

(c) In the event of a default hereunder by the Local Borrower, the Local Borrower shall also pay the expenses of the Trustee and of any Credit Enhancer in the same manner as provided in Section 5.4 with respect to the expenses of the Authority.

Section 6.13 **Tax Compliance Certificate**. If the Authority Bonds are issued and sold on the basis that they are Tax-Exempt Obligations, an Authorized Officer of the Local Borrower shall deliver an appropriate certificate concerning the reasonable expectations of the Local Borrower as to the use of the proceeds of the Loan and such other matters as may be required on the part of the Local Borrower in order to ensure that the Authority Bonds are and will remain Tax-Exempt Obligations that are not AMT Obligations, and the Local Borrower covenants to comply with the provisions of such certificate.

Article 7 Miscellaneous

Section 7.1 **Binding Effect**. This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Local Borrower and their respective successors and assigns.

Section 7.2 **Severability**. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 7.3 **Amendments, Supplements and Modifications**. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Local Borrower.

Section 7.4 **Execution in Counterparts**. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.5 **Captions**. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 7.6 **Further Assurances**. The Local Borrower shall, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Loan Agreement.

Section 7.7 **State of Arizona Contract Provisions**.

(a) Books and Records. As required by the provisions of Arizona Revised Statutes Section 35-214, the Local Borrower agrees that all books, accounts, reports, files and other records relating to this Loan Agreement shall be retained and shall be subject at all reasonable times to inspection and audits by the Authority for five years after completion of this Loan Agreement, and that upon request by the Authority such records shall be produced at any of the Authority offices designated herein as the place at which notices to the Authority are to be given.

(b) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(c) Governing Law and Forum. This Loan Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Arizona, except as such laws may be preempted by any federal rules or regulations. The parties hereto expressly acknowledge and agree and all Local Borrowers by their acceptance thereof shall be deemed to have acknowledged and agreed that any judicial action to interpret or enforce the terms of this Loan Agreement against the Authority shall be brought and maintained in the Superior Court of the State of Arizona in and for Maricopa County or in the United States District Court in and for the District of Arizona.

(d) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(e) Notice of Arizona Revised Statutes Section 38-511 – Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to this Loan Agreement under the law of the State of Arizona.

(f) Additional Warranties and Certifications from the Local Borrower. In compliance with Section 23-214(B) of the Arizona Revised Statutes, the Local Borrower warrants to the Authority that either (i) it is not an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) or (ii) it is registered with and is participating in the employment verification pilot program as jointly administered by the United States department of homeland security and the social security administration or any of its successor programs (the "E-Verify Program") and that the proof submitted to the Authority of that registration and participation is true and correct. The Local Borrower agrees that, until the Loan is fully paid, at all times during which it is an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) it will be registered with and will participate in the E-Verify Program. The breach by the Local Borrower of the foregoing shall be deemed a material breach by the Local Borrower of this Loan Agreement and may result in penalties up to and including the termination of this Loan Agreement. If the Authority determines that the Local Borrower is not so registered and participating when required, the Authority will notify the Local Borrower by certified mail of the determination of noncompliance and the Local Borrower's right to appeal the determination. On a final determination of noncompliance, the Local Borrower shall repay all monies received as an economic development incentive (within the meaning of Arizona Revised Statutes Section 23-214(B)) to the Authority within thirty days of the final determination.

Article 8 Definitions

Section 8.1 **Definitions**. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meaning:

"*AMT Obligation*" means a Tax-Exempt Obligation the interest on which is an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code.

"*Annual Loan Review Form*" means the loan compliance questionnaire circulated by the Authority to all borrowers as part of the Authority's annual loan portfolio review.

"*Authority*" means the Water Infrastructure Finance Authority of Arizona, a body corporate and politic of the State of Arizona duly created and validly existing under and by virtue of the Authority Act.

"*Authority Act*" means Title 49, Chapter 8 (Section 49-1201 et seq.) of the Arizona Revised Statutes ("A.R.S.").

"*Authority Bonds*" means any bonds of the Authority issued to finance the State's revolving fund established pursuant to the Water Pollution Control Act, as amended, and the Safe Drinking Water Act, as amended.

"*Authorized Officer*" means, (i) with respect to the Local Borrower, the person whose name is set forth in this Loan Agreement or such other person or persons authorized by the Local Borrower to act as an authorized officer of the Local Borrower to perform any act or execute any document relating to the Loan or this Loan Agreement whose name is furnished in writing to the Authority and the Trustee; and (ii) with respect to the Authority, the Chairman, Vice Chairman, Executive Director, or any other person or persons designated by the Board to act on behalf of the Authority with respect to this Loan Agreement; the designation of such person or persons shall be evidenced by a written certificate containing a specimen signature of such person or persons and signed on behalf of the Authority by its Chairman or Vice Chairman.

"*Bond Closing*" means the date of initial delivery of and payment for the Authority Bonds.

"*Bond Documents*" means and includes the Master Trust Indenture, any supplemental indenture and any comparable or related document pursuant to which the Authority Bonds are issued, and all further amendments and supplements thereto adopted in accordance with the provisions thereof.

"Bond Reserves" means reserves established by the Bond Documents for the Authority Bonds to secure timely payment of amounts due on the Authority Bonds even if one or more local borrowers do not make timely payments on their loans.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday or a day on which banking institutions, in the city in which the designated office of the Authority (being Phoenix, Arizona) is located, are closed.

"*Capital Grant Facility*" means the contractual arrangement established with the Authority by the United States of America Environmental Protection Agency to make capitalization grant payments pursuant to Title VI of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 125 et seq.) and the Federal Safe Drinking Water Act, as amended (particularly 42 U.S.C. § 300j-12 et seq.).

"*Clean Water Act*" means the Federal Water Pollution Control Act amendments of 1972 (P.L. 92-500; 86 Stat. 816), as amended by the Water Quality Act of 1987 (P.L. 100-4; 101 Stat. 7) and the Water Resources Reform and Development Act of 2014 (P.L. 113-21, 128 Stat. 1193).

"*Clean Water Revolving Fund*" means the fund established by A.R.S. § 49-1221.

"*Code*" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any

official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Combined Interest and Fee Rate*" means periodic interest and fee payments made by the Borrower, see Exhibit A to this Loan Agreement.

"*Construction Period"* means the period from the date of the Loan Closing until the date of the final disbursement of proceeds of the Loan pursuant to this Loan Agreement, but in no event later than the third anniversary of the Loan Closing.

"*Cost*" means those costs that are eligible to be funded from draws under the Capital Grant Facility and are reasonable, necessary and allocable to the Project and are permitted by generally accepted government auditing standards to be costs of the Project.

"*Credit Enhancer*" means the entity so designated in the Bond Documents, if any, or any successor thereto, that from time to time has issued and outstanding a municipal bond insurance policy or similar payment guarantee relating to the Authority Bonds.

"*CWRF Financial Assistance Account*" means the account so designated in the Master Trust Indenture to which loans funded by the Clean Water Revolving Fund shall be credited.

"*Debt Management Fee*" means the fee component of the combined interest and fee payments made by the Borrower, see Exhibit A to this Loan Agreement.

"*Department*" means the Department of Environmental Quality of the State of Arizona.

"*Drinking Water Facility*" has the meaning given that term in the Authority Act, currently: a community water system or a non-profit noncommunity water system as defined in the Federal Safe Drinking Water Act (P.L. 93-523; 88 Stat. 1660l; P.L. 95-190; 91 Stat. 1393; P.L. 104-182; 110 Stat. 1613) that is located in the State. The term does not include water systems owned by federal agencies.

"*Drinking Water Revolving Fund*" means the fund established by A.R.S. § 49-1241.

"*DWRF Financial Assistance Account*" means the account so designated in the Master Trust Indenture to which loans funded by the Drinking Water Revolving Fund shall be credited.

"*Eligible Project Costs*" means, whether incurred before or after the date of this Loan Agreement, such portion of the Costs as is disbursed by the Authority for the benefit of the Local Borrower. The Local Borrower and the Authority acknowledge that the actual Eligible Project Costs for the Project have not been determined as of the effective date of this Loan Agreement. The final Eligible Project Costs shall be established after all disbursements have been made.

"*Event of Default*" means any occurrence or event specified in Section 5.1 hereof.

"*Indian Tribe*" has the meaning given that term by the Authority Act, currently: any Indian tribe, band, group or community that is recognized by the United States Secretary of the Interior and that exercises governmental authority within the limits of any Indian reservation under the Jurisdiction of the United States government notwithstanding the issuance of any patent and including rights-of-way running through the reservation.

"*Loan*" means (a) during the Construction Period, the commitment to lend to the Local Borrower the Estimated Eligible Project Costs set forth in this Loan Agreement (as it may be amended or revised from time to time), and (b) thereafter, the amount of money equal to the Eligible Project Costs which is actually loaned to the Local Borrower pursuant to this Loan Agreement.

"*Loan Agreement*" or "*Agreement*" means this Loan Agreement, including the Exhibits and these Standard Terms and Conditions attached to this Loan Agreement, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"*Loan Closing*" means the date of execution and delivery of this Loan Agreement.

"*Loan Repayment Date*" means the payment dates commencing and ending on the dates set forth in this Loan Agreement.

"*Loan Repayments*" means the payments payable by the Local Borrower pursuant to this Loan Agreement.

"*Local Borrower*" means the Political Subdivision or Indian Tribe that is a party to and is described in the first paragraph of this Loan Agreement.

"*Master Trust Indenture*" means and includes the Master Trust Indenture dated as of August 1, 1999, as supplemented, and any comparable or related document, pursuant to which the Authority issues Authority Bonds.

"*Political Subdivision*" has the meaning given that term by the Authority Act, currently: a county, city, town or special taxing district authorized by law to construct wastewater treatment facilities.

"*Project*" is the project described in Section 2.1 of the Loan Agreement, all or a portion of the Cost of which is financed from the proceeds of the Loan.

"*Repayment Period*" means the period over which the principal amount of the Loan will be repaid which period begins and ends on the dates set forth in this Loan Agreement.

"*Repayment Principal Amount*" means the amount the Authority agrees to loan to the Local Borrower pursuant to this Loan Agreement or such lesser amount of actual Eligible Project Costs as represents the aggregate amount of the Loan actually made pursuant to this Loan Agreement.

"Reserve Fund Surety" means a surety bond, insurance policy, letter of credit or similar arrangement representing the irrevocable obligation of the issuer thereof to pay to or at the direction of the Local Borrower an amount up to the Reserve Requirement as set forth in Exhibit A.

"*Safe Drinking Water Act*" means the Federal Safe Drinking Water Act (P.L. 93-523; 88 Stat. 1660; P.L. 96-190; 91 Stat . 1393; P.L. 104-182; 110 Stat. 1613), as amended in 1996.

"*Source of Repayment*" means the "source of repayment" set forth in this Loan Agreement as defined in Exhibit D.

"*State*" means the State of Arizona.

"*System*" means the "System" as defined in Section 2.2 of the Loan Agreement.

"*Tax-Exempt Obligation*" means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidences of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150 of the Code, and includes any obligation or any investment treated as a "tax-exempt bond" for the applicable purpose of Section 148 of the Code

"*Trustee*" means the Trustee appointed by the Authority pursuant to the Bond Documents and its successor or successors and any other corporation which may at any time be substituted in its place as Trustee pursuant to the Bond Documents.

Terms not otherwise defined herein shall have the meanings ascribed to them in Exhibit D to the Loan Agreement.

Section 8.2 **Rules of Interpretation**. For all purposes of this Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of one gender include the corresponding words of other genders; words of neuter include both genders; and words in the singular include words in the plural and vice versa.

(b) Words indicating persons, parties, or entities (and the like) include firms, associations, partnerships (including limited partnerships), limited liability companies (and the like), corporations, trusts and other legal entities, including public and governmental bodies, as well as natural persons.

(c) References to a statute refer to the statute, as amended, and any successor statute, and to all regulations promulgated under or implementing the statute or successor statute, as in effect at the relevant time.

(d) References to a governmental or quasi-governmental entity or representatives thereof also refer to an entity that succeeds to the functions of the governmental or quasi-governmental entity and representatives thereof.

(e) Headings preceding sections of text and any table of contents are solely for convenience of reference and are not part of this Loan Agreement and are not to affect its meaning, interpretation or effect.

(f) Actions permitted under this Loan Agreement may be taken at any time and from time to time in the actor's sole discretion.

(g) The word "including" means "including, but not limited to" and the word "include" means "include, among others."

(h) The terms "hereby," "hereof," "herein," and "hereunder" (and the like) refer to this Loan Agreement.

(i) Indications of time of day mean local time in Phoenix, Arizona.

(j) This Loan Agreement shall be governed by and construed in accordance with the applicable law of the State of Arizona, except for its conflict of law rules and except as preempted by federal.

Article 9 List of Federal Laws and Authorities

By Section 5.4 and Section 5.5 of Exhibit B to the Loan Agreement, the Local Borrower agrees that the Project will comply with applicable provisions of the following federal laws and authorities:

Environmental:

1. Archaeological and Historical Preservation Act of 1974, Pub. L. 93-291; 16 U.S.C. § 469a-1.

2. Clean Air Act, Pub. L. 95-95, as amended; 42 U.S.C. § 7401 et. seq.

3. Clean Water Act, Titles II, IV, and V, Pub. L. 92-500, as amended.

4. Coastal Barrier Resources Act, Pub. L. 97-348; 16 U.S.C. § 3501 et. seq.

5. Coastal Zone Management Act, Pub. L. 92-583, as amended; 16 U.S.C. § 1451 et. seq.

6. Endangered Species Act, Pub. L. 93-205, as amended; 16 U.S.C. § 1531 et seq.

7. Environmental Justice, Executive Order 12898.

8. Farmland Protection Policy Act, Pub. L. 97-98; 7 U.S.C. § 4201 et seq.

9. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.

10. Floodplain Management, Executive Order 11988, as amended by Executive Order 12148.

11. Magnunson-Stevens Fishery Conservation and Management Act, Pub L. 94-265, as amended; 16 U.S.C. § 1801 et. seq.

12. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended; 16 U.S.C. § 470 et. seq.

13. Protection and Enhancement of the Cultural Environment, Executive Order 11593.

14. Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608; Pub. L. 99-645, as codified at 16 U.S.C. § 3901 et. seq.

15. Safe Drinking Water Act, Section 1424(e), Pub. L. 92-523, as amended; 42 U.S.C. § 300f et. seq.

16. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended; 16 U.S.C. § 1271 et. seq.

17. Migratory Bird Treaty Act of 1918, 16 U.S.C. § 703 et. seq.

Social Legislation:

1. Age Discrimination Act, Pub. L. 94-135; 42 U.S.C. § 6102.

2. Civil Rights Act of 1964, Pub. L. 88-352, Title VI; 42 U.S.C. § 2000d.

3. Equal Employment Opportunity, Executive Order 11246, as amended.

4. Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

    a. Promoting the use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138 and 12432.

    b. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

    c. Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993, Pub. L. 102-389; 42 U.S.C. § 4370d.

    d. Title X Clean Air Act, Pub. L. 101-549; 42 U.S.C. § 7601 note.

5. Rehabilitation Act of 1973, Pub. L. 93-112; 29 U.S.C. § 794 (including Executive Order 11914 and 11250).

6. Section 13 of the Federal Water Pollution Control Act, Pub. L. 92-500; 33 U.S.C. § 1251.

7. The Drug Free Workplace Act Of 1988, Pub. L. 100-690.

Economic and Miscellaneous Authority:

1. Anti-Lobbying Provision (40 CFR Part 34) and New Restrictions on Lobbying, Section 319 of Pub. L. 101-121.

2. Debarment and Suspension, Executive Order 12549.

3. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended; 42 U.S.C. § 3331 et. seq.

4. Preservation of Open Competition and Government Neutrality, Executive Order 13502.

5. Prohibitions relating to violators of the Clean Air Act, Section 306 of the Clean Air Act, 42 U.S.C. § 7505; Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

6. Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended; 42 U.S.C. §§ 4601-4655.

*****

Council-Regular Meeting **C10**

Meeting Date: 05/21/2024

To: Mayor and Council

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

Date: May 21, 2024

Subject: Approval of Regular Council Meeting Summary Minutes of May 7, 2024 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 05/07/2024

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 7, 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 6:00 PM and directed the Town Clerk to call the roll. **Council Member Ziegler** was absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Mayor Honea asked for a motion to approve the agenda.

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

CALL TO THE PUBLIC

Town Clerk / Assistant Town Attorney David Udall noted that the Town received a letter from the Tortolita Alliance related to Item A2 and that copies were distributed to Council Members on the dais.

PROCLAMATIONS

P1 Proclamation Recognizing Officer Robert Santos (David L. Udall)

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

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Officer said Arizona Department of Transportation (ADOT) personnel were doing a great job cleaning up the interstate and requested that the Town find a way to give them accolades for doing so.

Mayor Honea commented on an Environmental Protection Agency (EPA) event related to PFAS recently hosted at one of the Town's water treatment facilities and on upcoming events this week related to electric cooperatives, RTA Next, and a Marana Police Department award ceremony.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Deputy Town Manager Erik Montague said the Town issued 110 single-family residential permits in April. Last April, there were 66 total permits issued. He provided an update on the construction of the Marana Community and Aquatics Center and maintenance of the Marana pool. He said the Town partnered with other groups in moving barbed wire fence at the Tortolita Preserve and that the Town recently celebrated its ninth annual Arbor Day. He also commented on the EPA event and said the Town's water treatment facilities are state-of-the-art.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2024-036: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of

political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover police vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Libby Shelton)

C2 Resolution No. 2024-038: Relating to the Police Department; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) Grant Agreement between the City of Tucson (COT) and the Town of Marana to receive funding under COT Grant Number HT-24-2930 (Melissa Weimer)

C3 Resolution No. 2024-039: Relating to Public Works; authorizing the Town Manager to sign all documents and do all other things necessary or prudent to obtain land use rights from the Central Arizona Project (CAP) needed for Town Capital Improvement Program (CIP) projects (Jane Fairall)

C4 Approval of Regular Council Meeting Summary Minutes of April 16, 2024 and approval of Special Council Meeting Summary Minutes of April 22, 2024 (David L. Udall)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2024-041: Relating to Real Estate; vacating unneeded public right-of-way located south of the existing cul-de-sac at Romero Pools Place and authorizing the Town Engineer to sign a quit claim deed of abandonment for the unneeded right-of-way in favor of Loyal A. Mehrhoff and Peggy Oyama (George Cardieri)

Real Property Manager George Cardieri presented on this item. Maps related to the presentation are on file with the Town Clerk's Office. **Mr. Cardieri** explained that early last year, property owners **Loyal A. Mehrhoff** and **Peggy Oyama** requested Town approval to make improvements to their existing driveway, which turned out to be in the Town's right-of-way. Town staff subsequently determined that abandoning the involved portion of right-of-way was the best way to proceed. He said that staff went through a due diligence process and now recommended that the portion of right-of-way be abandoned. **Mr. Cardieri** answered a clarifying question during the presentation.

Vice Mayor Post moved to adopt Resolution No. 2024-041. Council Member Comerford seconded the motion. Motion passed, 6-0.

A2 Resolution No. 2024-042: Relating to Water; adopting the Town of Marana Water Conservation Rebates Policy (Jing Luo)

Water Resources Administrator Asia Philbin and **Water Conservation Analyst Karn Boyce** presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. Also on file with the Town Clerk is a letter received from the Tortolita Alliance related to this item. For more detail regarding the presentation, including tables, timelines, and next steps, please see the presentation slides. Clarifying questions were asked and answered during the presentation.

Ms. Philbin began the presentation and provided an overview of customer rebates designed to conserve water and a history of the Town's exploration of rebate program since April 2023. **Ms. Boyce** presented on the pilot rebate program grant, including on the program's cost breakdowns, and on the proposed rebates policy. She also provided an overview on the policy workflow, which is depicted in the presentation slides. **Ms. Philbin** discussed the rebate program's decision framework table, as outlined in the slides.

Council Member Kai asked how many water meters would be replaced under this program. **Ms. Philbin** said around 200 would be replaced under the grant program, but that the intention is to replace all customer meters eventually.

Council Member Craig asked if a determination has been made regarding what the rebates would be used for. **Ms. Philbin** said that the Town's grant proposal included low-flow toilets, irrigation controllers, and water harvesting, but that the Town was not necessarily limited to those items under the terms of the grant.

Council Member Kai moved to adopt Resolution No. 2024-042. Vice Mayor Post seconded the motion. Motion passed, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Development Services Director Jason Angell provided an update on public and private projects and development applications in the Town, as currently listed on the following website:
https://experience.arcgis.com/experience/9bcda179c412496a8be2a5af29727745/.

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

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

Mr. Montague said there was not much activity at the Legislature on bills or on the state budget.

Mayor Honea commented that the two water-related bills appear to have support and would benefit the Town if they end up moving forward.

D3 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)

Mr. Montague said this was the Council's opportunity to provide feedback for next fiscal year's budget.

Council Member Comerford requested that the Town look into giving Town employees paid time off for the week in between the Christmas and New Years holidays. **Vice Mayor Post** asked **Council Member Comerford** clarifying questions regarding her vision for how the proposed time off would work. He commented that employees required to work on the week in between Christmas and New Years would be required to be paid double time or time-and-a-half due to those days being deemed holidays. He said it could impose a serious financial burden on the Town. **Council Member Comerford** said she didn't think it would be a major expense for the Town.

Mr. Montague said Town staff is in the process of reviewing and evaluating **Council Member Comerford's** proposal and will bring forward an analysis for review when it is ready.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

Mayor Honea asked for future agenda items. There were no future agenda items.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 6-0. Meeting adjourned at 6:49 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on May 7, 2024. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

Council-Regular Meeting **A1**

Meeting Date: 05/21/2024

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Steven Cheslak, Principal Planner

Date: May 21, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2024.012: Relating to Development; approving a rezoning of approximately 19.6 acres of land generally located approximately one-half mile west of the intersection of West Grier Road and North Wentz Road from Zone A (Small Lot Zone) To NC (Neighborhood Commercial); and approving a minor amendment to the General Plan amending the land use category from Traditional Neighborhood (TN) to Commercial (C) (Scott S. Radden)

Discussion:

Request
Sonoran Land Resources, representing Tucson Electric Power (TEP) on behalf of Cortaro Farms LTD (Property Owner), is requesting approval from the Marana Town Council to rezone approximately 19.6 acres of land (Pima County Assessor Parcel No. (APN) 217-23-0310) from Small Lot Zone (Zone A) to Neighborhood Commercial (NC) in order to construct, maintain, and operate a 138/13.8 kilovolt (kV) electric substation.

Marana 2040 General Plan
The Marana General Plan designates the proposed rezoning area with a land use category of Traditional Neighborhood (TN). The proposed rezoning is accompanied by a request to amend the Marana General Plan Land Use Map category designation from Traditional Neighborhood (TN) to Commercial (C).

Surrounding Land Use and Zoning
To the north of the subject property is Anyway Farms Master Planned Area, zoned Specific Plan (SP), with mostly agricultural land uses. Located to the east are agricultural lands zoned Small Lot (Zone A). On the west side of the property are six single-family residential lots, zoned Small Lot (Zone A). On the south side of the property, across Grier Rd, is agricultural land, zoned Medium Lot (Zone B).

Proposed Land Use
To accommodate the existing electric service needs of Marana, future load growth, and improve system reliability, as well as retire the Lateral 7 ½ 46-kV Substation, TEP proposes to construct, maintain, and operate the proposed Grier 138/13.8-kV Substation. The new substation would be sourced from the existing North Loop to Tortolita Quad Circuit (east of I-10), utilizing the recently approved (by the Arizona Corporation Commission (ACC)) Arizona Electric Power Cooperative, Inc. (AEPCO)/TEP double-circuit Marana to Saguaro 115/138-kV transmission line, which would then loop back to the existing North Loop to Tortolita Quad Circuit via an as-yet-undetermined route, in order to provide needed redundancy to the grid.

As shown in the proposed Conceptual Site Plan, the 19.6 acres are intended to accommodate the Grier Substation and associated transmission and distribution facilities. The proposed Grier Substation is generally located on the south half of the property, surrounded by a 12-foot-tall decorative masonry wall and 20-foot-wide security road around the perimeter of the wall. The site will be accessed through ingress and egress driveways off Grier Road. Landscape buffers consisting of drought-tolerant vegetation, typical of the Sonoran Desert, will be planted along the perimeter of the property.

Facilities within the wall consist of a grounding grid, static masts, an equipment shelter, a main transformer, current transformers, circuit breakers, H-frame structures, transmission line drop-in structures, pull boxes, switchgear, as well as overhead and buried primary and secondary power lines. H-frame structure heights would be between 50-60-feet tall. The drop-in structure and static mast heights would be approximately 75-feet tall.

Access and Circulation
The subject property has direct access, to the south, from Grier Road.

Utilities
The rezoning area is located within the Marana Water intended service area, but TEP does not intend to connect to the public water supply. There is currently no sewer service to the property, and as the substation will be unmanned, the site will not require wastewater service. There is no need for natural gas for operations and electricity and communication services would be installed by TEP if the development is approved.

Fire Service
The rezoning area is currently not located within a fire district. The property is

adjacent to the Northwest Fire District service area and may annex at the time of development.

Citizen Participation
The applicant mailed a letter to each of the property owners within 300 feet of the subject property informing them of the application submitted to the Town. The letter provided the opportunity for the owners to contact and meet with the applicants to discuss the project on April 4, 2024, at the Marana Municipal Complex 2nd Floor Conference Room, from 6:00PM to 7:30PM. Eleven people (10 adults, 1 child) attended the meeting. Comments involving potential decrease in property values, noise, health concerns, and past issues with the AEPCO/TEP Transmission Line Project were made by concerned individuals. A full report of the meeting is provided as an attachment to this staff report.

Public Notification
This public hearing was noticed in The Daily Territorial newspaper, and all property owners within 300 feet of the rezoning area were noticed by United States Mail of the date, time, and topic of the public hearing. Additional notice was posted at the property, various locations within the community and on the Town's website. Staff received no comments prior to the time of writing this report.

Case Analysis Review Criteria
Pursuant to Town Code section 17-3-1(D), the Planning Commission and Town Council shall consider the following questions, at a minimum, in reviewing an application for rezoning:
1. Any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development;

Based upon the requirements and conditions, the rezoning amendment does not appear to be detrimental to the character of the area due to installation of public facilities or any other rezoning changes.

2. The degree to which the proposed zoning will benefit the community; whether there will be benefits derived by the community, or area, by granting the proposed rezoning;

With the acceptance of the recommended conditions, this rezoning will benefit the community through the increased capacity of public utilities.

3. Whether the proposed rezoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances;

Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area and does not appear to adversely impact the adjacent street network or generate such excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances.

4. Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the general plan, other adopted plans, and the goals, objectives and policies of the land development code, and other

town regulations and guidelines, including goals and policies relating to economic development;

The rezoning amendment conforms to the goals and policies of the general plan, the land development code, and other town regulations and guidelines.

5. The zoning districts and existing land uses of the surrounding properties;

Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding property zoning and existing land use.

6. Whether the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;

With the acceptance of the recommended conditions, the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development.

7. Whether the existing and proposed utility infrastructure, public facilities, and public services are suitable and adequate to serve the proposed rezoning area;

Based upon the rezoning requirements and conditions, there is adequate utility infrastructure, public facilities, and public services in the area to serve the proposed rezoning area.

8. Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification;

Based upon the rezoning requirements and conditions, the subject property is suitable for the uses permitted within the NC zoning district.

9. Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;

Based upon the rezoning requirements and conditions, this rezoning amendment is compatible with the adjacent neighborhood in area stability and character.

10. Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs:

Based upon the rezoning subject area location, there is a limited supply of land available in the area and the surrounding community, but will accommodate the zoning and community needs by utilizing successful infill.

11. If applicable, the length of time the subject property has remained vacant as zoned:

The last residential structure was demolished in 1972 and continuously farmed since then.

Staff Recommendation:

This is a discretionary item for the Town Council to consider. Should the Town Council choose to approve this item, staff recommends the approval be based upon the recommended findings and subject to the conditions set forth in the attached draft ordinance.

Planning Commission Recommendation

The requested rezoning was considered at a public hearing before the Marana Planning Commission on April 24, 2024. The Planning Commission voted 5-2 to recommend to the Town Council approval of the request, subject to the recommended conditions and the following additional conditions:

1. Notwithstanding the conceptual land use plan presented to and approved by the Town Council as part of this Rezoning, the landscape buffer along the west side of the Rezoning Area shall be 20 feet.
2. In addition to general landscape requirements, the Property Owners shall coordinate with the residents to the west of the Rezoning Area to position 36-inch to 48-inch box trees on the west side of the Rezoning Area.

Suggested Motion:

I move to adopt Ordinance No. 2024.012, approving the Grier 138/13.8 Kilovolt Substation rezoning subject to the recommended conditions, and a minor amendment to the General Plan.

Attachments

Ordinance No. 2024.012
Exhibit A to Ordinance
Project Narrative and Associated Information
Location and Zoning Maps
Application
Neighborhood Meeting Summary
Letter of Support - Crown West

MARANA ORDINANCE NO. 2024.012

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 19.6 ACRES OF LAND GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE WEST OF THE INTERSECTION OF WEST GRIER ROAD AND NORTH WENTZ ROAD FROM ZONE A (SMALL LOT ZONE) TO NEIGHBORHOOD COMMERCIAL (NC); AND APPROVING A MINOR AMENDMENT TO THE GENERAL PLAN AMENDING THE LAND USE CATEGORY FROM TRADITIONAL NEIGHBORHOOD (TN) TO COMMERCIAL (C)

WHEREAS Cortaro Farms Ltd (the "Property Owners") owns approximately 19.6 acres of land generally located approximately one-half mile west of the intersection of West Grier Road and North Wentz Road, on the north side of Grier Road, in Section 19, Township 11 South, Range 11 East, described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized Sonoran Land Resources, representing Tucson Electric Power (TEP) to submit an application to rezone the Rezoning Area from Zone A (Small Lot Zone) to NC (Neighborhood Commercial) ("this Rezoning"), and to request a minor amendment to the Marana General Plan changing the land use category designation for the Rezoning Area from Traditional Neighborhood (TN) to Commercial (C); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on April 24, 2024, and voted 5-2 to recommend that the Town Council approve this Rezoning and minor General Plan amendment subject to the recommended conditions and two additional conditions; and

WHEREAS the Marana Town Council held a public hearing on this Rezoning on May 21, 2024, and determined that this Rezoning and minor General Plan amendment should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from Zone A (Small Lot Zone) to NC (Neighborhood Commercial).

Section 2. A minor amendment to the General Plan is hereby approved, changing the General Plan land use designation of the Rezoning Area from Traditional Neighborhood (TN) to Commercial (C).

Section 3. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Marana Town Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners

and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the conceptual land use plan presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A detailed traffic impact analysis (TIA) has been submitted by the Property Owners and accepted by Town staff. The Property Owners may be required to submit an updated TIA or updated traffic studies when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.
5. The Property Owners must design and construct any roadway or drainage improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis and the accepted master drainage study, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.
6. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
7. The Town is not providing a designation of assured water supply and water service to the Rezoning Area at this time. If the Property Owners request a designation of assured water supply and water service to the Rezoning Area in the future, the Property Owners will be required to transfer to Marana, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for the Town providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the Town and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
8. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
9. The Property Owners shall not cause any lot split of any kind without the written consent

of the Town of Marana.

10. The Property Owners shall dedicate 45 feet of land for Grier Road right-of-way along the southern property line of the Rezoning Area upon demand of the Town.
11. The Rezoning Area lies within the Town's intended water service area. If a well is drilled to supply the Rezoning Area and that well later becomes a barrier for siting Town wells, the Property Owners shall work with the Town to arrive at an agreeable solution to allow the Town to site its wells.
12. Notwithstanding the conceptual land use plan presented to and approved by the Town Council as part of this Rezoning, the landscape buffer along the west side of the Rezoning Area shall be 20 feet.
13. In addition to general landscape requirements, the Property Owners shall coordinate with the residents to the west of the Rezoning Area to position 36-inch to 48-inch box trees on the west side of the Rezoning Area.

Section 4. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town 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, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of May, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Exhibit "A" to Marana Ordinance No. 2024.012

Legal Description

The East half of the Southeast quarter of the Southwest quarter of Section 19, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County. Except any portion thereof lying within Grier Road, Trico - Marana Road, and Avra Road.

Grier Substation Rezone & Minor General Plan Amendment
13860 W. Grier Road Marana, Arizona 85653

Revised

April 11, 2024

General Plan Amendment Project Number: GPA2402-001

Rezone Project Number: PCZ2402-001

Grier Substation Rezone & Minor General Plan Amendment

13860 W. Grier Road Marana, Arizona 85653

Submitted to:
Town of Marana
Planning and Zoning Division
11555 West Civic Center Drive
Marana, Arizona 85653

Prepared for:
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February 2024

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LIST OF ACRONYMS

ac	Acre
ACC	Arizona Corporation Commission
AEPCO	Arizona Electric Power Cooperative, Inc
AG	Agriculture

ALTA	American Land Title Association
amsl	Above mean sea level
APN	Assessor's Parcel Number
ASM	Arizona State Museum
AZGFD	Arizona Game and Fish Department
AZGFD	Arizona Game and Fish Department
C	Commercial
CEC	Certificate of Environmental Compatibility
Cfs	Cubic feet per second
CMU	Concrete Masonry Unit
CMID	Cortaro-Marana Irrigation District
CWA	Clean Water Act
DG	Decomposed granite
du/ac	Dwelling units per acre
ESA	Endangered Species Act
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
Fps	Feet per second
Ft^2	Square feet
HDMS	Heritage Data Management System
IPaC	Information for Planning and Consultation
kV	kilovolt
KVA	kilovolt amperes
kW	kilowatts
LOMR	Letter of Map Revision
MUSD	Marana Unified School District
MVA	megavolt amperes
NC	Neighborhood Commercial
NOAA	National Oceanic and Atmospheric Administration
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
PSA	Purchase Sales Agreement
SP (zoning)	Specific Plan
SP (soils)	Standard Proctor
TEP	Tucson Electric Power Company
TN	Traditional Neighborhood
TOM	Town of Marana
TRSQ	Township Range Section Quarter
USFWS	US Fish and Wildlife Service
USGS	US Geological Survey
WOTUS	Waters of the United States
WSS	Web Soil Survey

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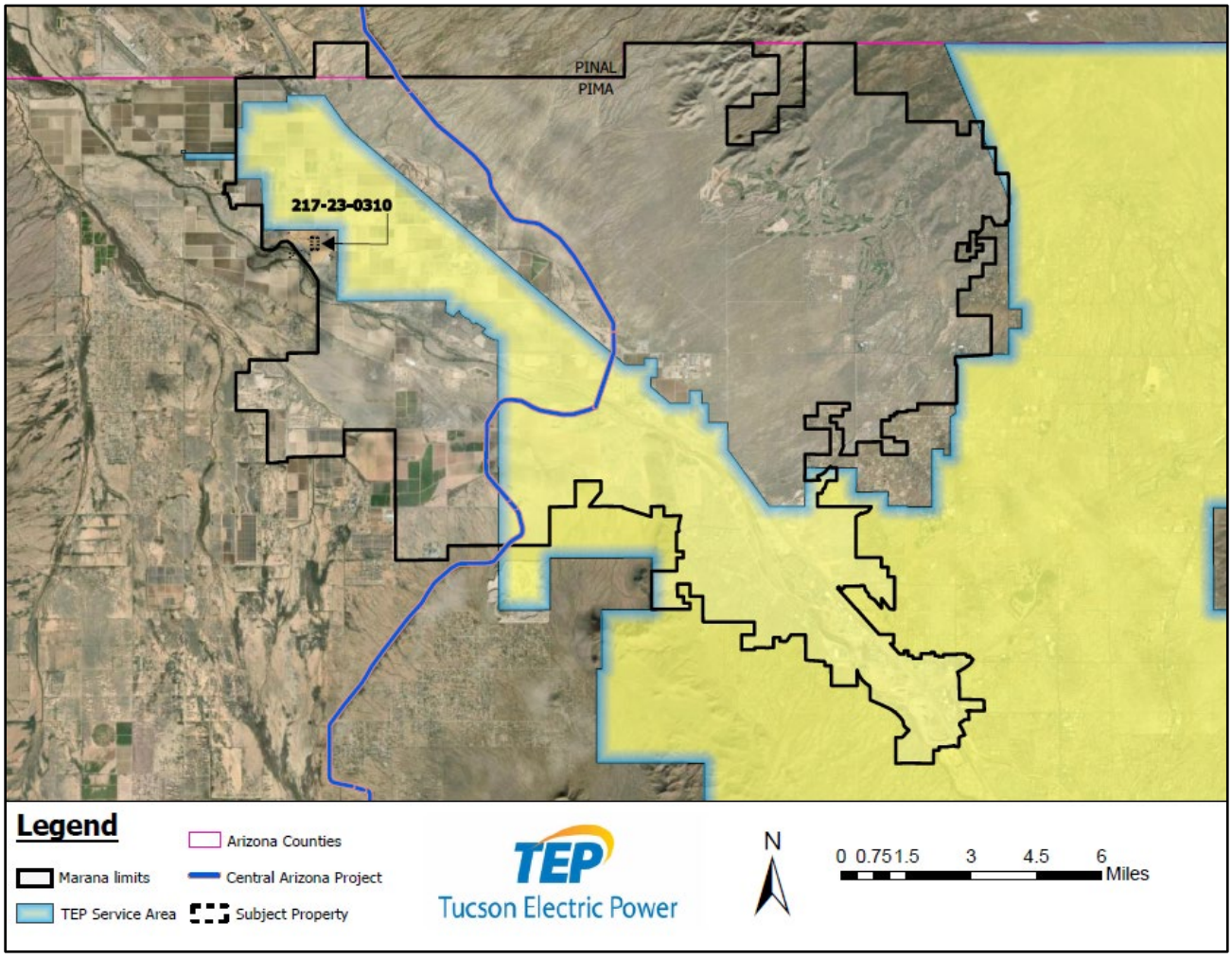
I. INTRODUCTION

This is a request by Tucson Electric Power Company (TEP) for approval of a rezone of Pima County Assessor Parcel No. (APN) 217-23-0310 (subject parcel) from Small Lot Zone (Zone A) to Neighborhood Commercial (NC) and a minor amendment to the Make Marana 2040 General Plan (General Plan) in order to construct, maintain, and operate a 138/13.8 kilovolt (kV) electric substation. As early as 2007, TEP identified the need for a new substation in the northwest portion of its service area (**Exhibit 1: TEP Service Area**) as evidenced in the filing of its 10-year plan with the Arizona Corporation Commission in 2008. The downturn of the economy slowed this need. However, as both the economy and land development have recovered, the need for electric capacity has increased. Due to continued and steady growth in the Town of Marana (TOM), a new substation is needed to support electric services and reliability for current, planned, and future development in TOM and the surrounding area.

The subject parcel is located just outside of TEP's service area. Transmission and distribution lines would connect the substation to TEP's facilities in its service area via distribution and transmission lines. TEP operates and maintains generation and transmission facilities throughout Arizona and into New Mexico to bring safe, reliable power to customers in its service area.

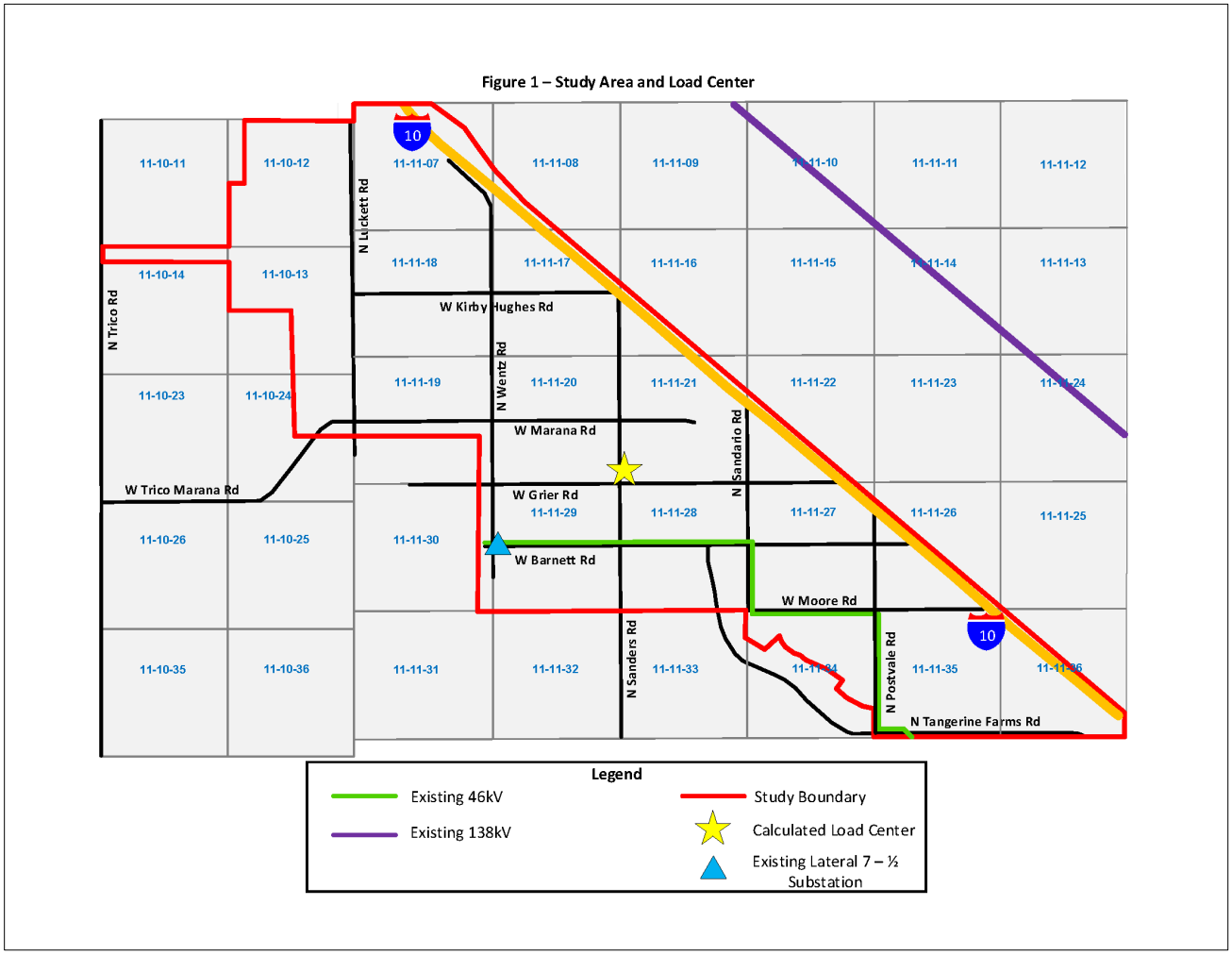
Exhibit 1. TEP Service Area



In 2019, TEP completed the *Marana Area Study* to determine how new development can be served reliable electric service in the northwest portion of its service area. The Marana study area encompasses 13.9 square miles, located north of North Tangerine Farms Road, east of North Trico Road, and west of Interstate-10 (**Exhibit 2: TEP Marana Area Study**). The study determined that the 2019 peak demand was 15.10 megavolt amperes (MVA) and a future peak demand of 166.98 MVA at full build-out[1] is anticipated.

Four (4) existing TEP distribution circuits serve the study area. Two circuits are fed from TEP's existing 46-kV Lateral 7 ½ Substation. The other two circuits are fed from TEP's 138-kV North Loop Substation. To provide contingency support to existing circuits and allow for greater flexibility in response to outages, construction of a new distribution substation is necessary.

Exhibit 2. TEP Marana Area Study



[1] The projected MVA was determined by identifying what each vacant land parcel in the study area is zoned for, finding the total acreage associated with each empty parcel in each Township, Range, Section, and Section Quarter (TRSQ), then multiplying the projected load in kilowatts (kW) per acre, based on that parcel's zoning, by the number of available acres, and then converting kVA to MVA.

Based off both the 2019 load profile and the forecasted load in the study area, the load center was calculated to be northeast of the intersection of North Sanders Road and West Grier Road. This load center indicates the ideal location for a new TEP 138/13.8-kV substation that will provide adequate power within the Marana study area.

In May of 2023, TEP installed a temporary mobile substation in the study area and is currently performing system upgrades at the Lateral 7 ½ 46-kV Substation to maintain system reliability and keep pace with the growing electrical demand in TOM until a new substation can be built and placed into operation.

To accommodate the existing needs, future load growth, and improve system reliability, as well as retire the Lateral 7 ½ 46-kV Substation, TEP proposes to construct, maintain, and operate the proposed Grier 138/13.8-kV Substation.

The new substation would be sourced from the existing North Loop to Tortolita Quad Circuit (east of I-10), utilizing the recently approved (by the Arizona Corporation Commission (ACC)) Arizona Electric Power Cooperative, Inc. (AEPCO)/TEP double-circuit Marana to Saguaro 115/138-kV transmission line, which would then loop back to the existing North Loop to Tortolita Quad Circuit via an as yet, undetermined route, in order to provide needed redundancy to the grid. Siting for this undetermined route will follow (in the event of) approval of the rezone and minor plan amendment request. The transmission line will require approval from the ACC.

A. Site Selection

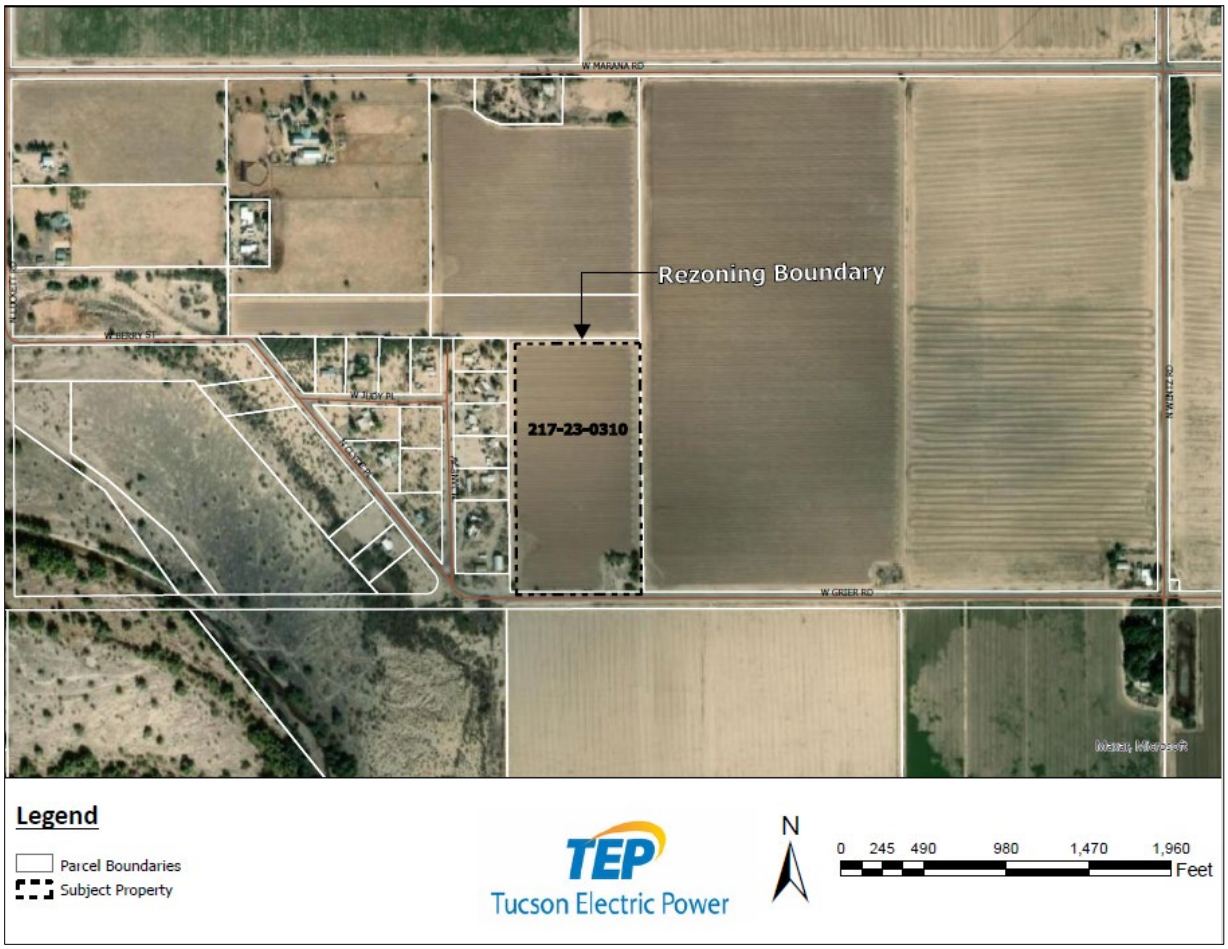
Beginning in 2020, TEP land use planners, engineers, and their consultants conducted a detailed study to identify and evaluate suitable sites near the load center. As outlined below, each site was screened for technical and logistical constraints that are typically applied during the site selection process for new substations. The new substation site must:

- Be available for purchase from a willing seller;
- Meet Substation and Distribution Planning's technical system requirements;
- Accommodate a substation footprint of approximately 12 acres, as well as associated jurisdictional setback requirements;
- Avoid or minimize impacts to natural or cultural resources (i.e., washes, riparian areas, historic properties, threatened or endangered species, etc.);
- Be compatible with surrounding land uses, particularly existing adjacent residential land uses; and
- Be the most cost-effective siting option (e.g., property cost close to market value, least cost for associated improvements necessary to distribute power from the location).

Over a more than two-year period, TEP evaluated 10 potential substation sites to determine the most suitable location for the new substation. The results of the selection process identified the subject parcel as the most suitable location with a willing seller. This location also meets substation and distribution technical system requirements, avoids or minimizes impacts to natural or cultural resources, and is compatible with surrounding land uses.

TEP has entered into a Purchase Sales Agreement (PSA) with Cortaro Farms, Ltd. for the purchase of the subject parcel in Township 11 South, Range 11 East, SW ¼ Section 19, which will be executed in the event a rezone and minor plan amendment are granted by TOM (**Exhibit 3: Grier Substation Location**).

Exhibit 3. Grier Substation Location



B. Anticipated Benefits to the Community

The importance of reliable energy grows more important as technologies develop, and communities grow. High-speed internet and regular access to electricity have become necessary commodities in 2024 and will continue to be so into the future. The General Plan has laid out the top priorities for Marana's continued development and includes the utilization and improvement of public services and facilities.

Building new substations with the ability to accommodate future upgrades can help ensure the long-term viability and adaptability of the electrical grid. Enhanced voltage control via new substations helps to prevent damage to appliances and electrical equipment, it enhances grid efficiency, and helps to maintain stable voltage levels throughout the system. With modern technologies, a new substation would improve reliability and resilience to the electric grid in TOM, as well as increase the grid's capacity.

Once in service, the proposed Grier Substation will strengthen electric reliability for customers, meet future energy needs, and expand power capacity in the area to help drive economic development throughout northwestern

Marana. The proposed Grier Substation will support several large approved/planned projects in the area depicted on **Exhibit 7: Subdivisions and Development Plans**, that include:

- *Southern Arizona Logistics – An industrial and retail planned space covering 1.7 million ft^2.*
- *Ranch House (formerly Sanders Grove)- Up to 3,500 residential units and commercial space.*
- *Gladden Farms Commercial Area- A commercial center to include a Fry's Grocery Store, fuel center, retail, and restaurant pads.*
- *Remington Ranch, Phase 2 - A re-subdivision of Block 1 of Remington Ranch, a residential community.*
- *Cypress Gardens - A detached single-family residential subdivision.*
- *TOM Community and Aquatic Center- multi-generational recreation/community center that includes fitness and exercise facilities, multi-use gymnasium, indoor walking track, reservable classroom and meeting space, and an aquatics facility.*
- *Wentz 154 Development Project – 154 acres on the corner of Wentz and Marana Roads to accommodate approximately 690 new residential lots.*
- *Rancho Marana Towne Center – Mixed-use development project with potential for large amounts of apartments and commercial use.*

C. Adherence to Make Marana 2040 and Strategic Plan 5

The General Plan identifies the subject parcel as being located within the Central Growth Area with a future land use designation of Traditional Neighborhood (TN). The TN category provides for a range of residential densities between 2 du/ac (dwelling units per acre) and 18 du/ac, along with limited commercial, offices, education, and religious institutions and is consistent with existing zoning districts A, R-16, R-10, R-8, R-7, R-6, R-3.5, MH, MR-1, MR-2, NC, VC, and BU.

As the subject parcel is within Zone A, it will require a rezone to NC, which allows for the permissible development of the subject parcel as an electric substation. Also, as the proposed development of the substation exceeds 15 acres, a minor plan amendment to change the subject parcel's designation from TN to Commercial (C) on the General Plan's *Future Land Use Map* would be required.

However, the Grier Substation does support the TOM's goals and policies. Specific goals from the Marana General Plan that the proposed Grier Substation would adhere to, and support include but are not limited to:

- Non-residential development is compatible with existing and planned residential areas (**BE-2**) - TEP 138-kV substations are integrated successfully in residential neighborhoods throughout its service area (see **Appendix A: Examples of Existing TEP Substations**),
- Residential areas are well-served by a full range of supporting land uses that contribute to a balanced community (**BE-7**) – The proposed Grier Substation supports existing and future residential development and would be part of the balanced community,
- Multi-family development in Marana is of high design quality and is supported by necessary infrastructure and community serving uses (**BE-9**) – The proposed Grier Substation provides the infrastructure necessary to support multi-family development,
- Marana prioritizes infrastructure enhancements and extensions that support desired new growth and development in an efficient and sustainable manner (**BE-14**) – As communities increasingly transition to renewable energy sources, a high-voltage substation becomes essential for integrating renewable energy

into the grid. The substation can handle the fluctuations in power generation from renewable sources like wind and solar, contributing to the TOM's sustainability goals, and

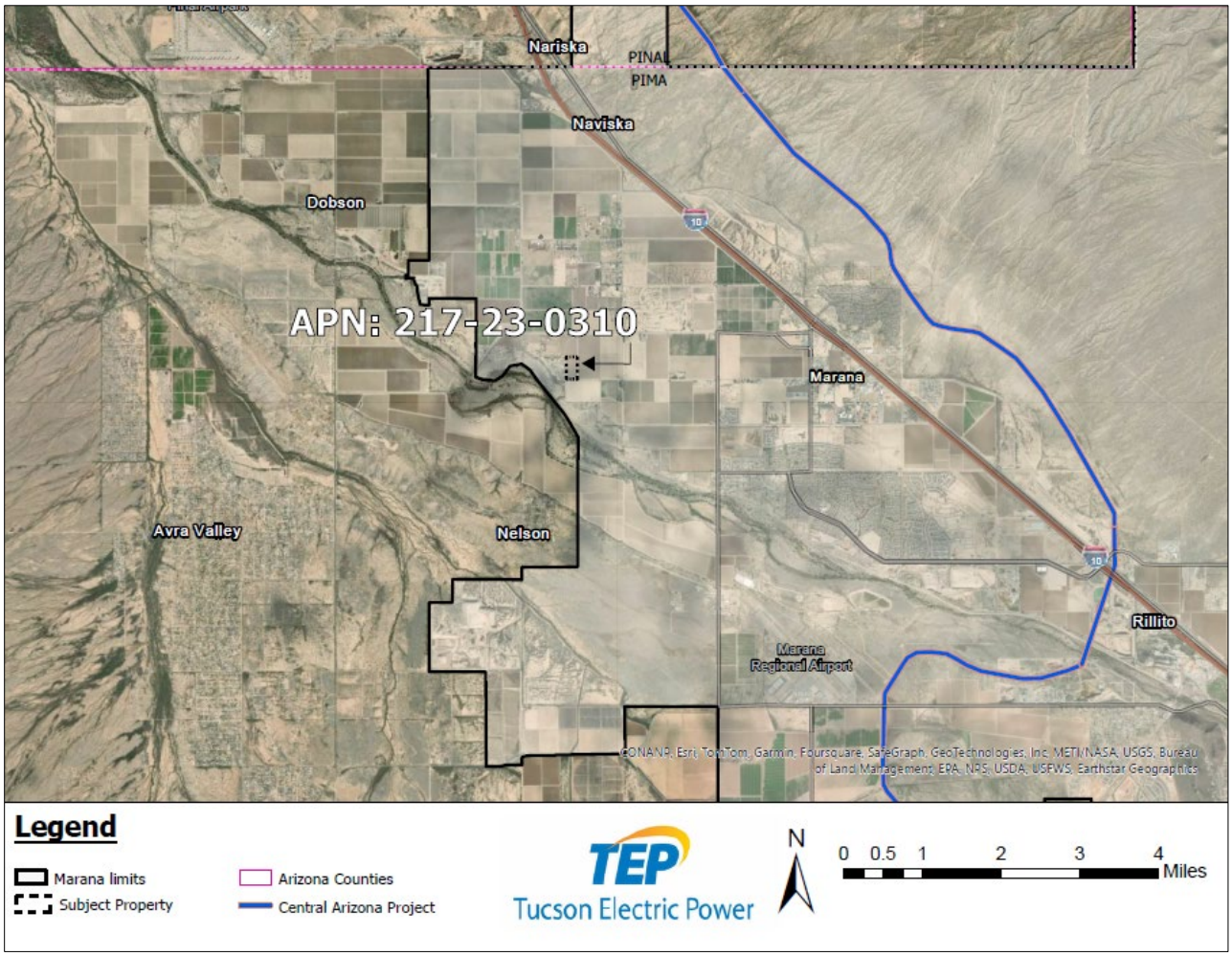
- Maintaining an inventory of development-ready sites to attract future businesses (**PC-7**) - Investing in a 138-kV substation demonstrates foresight in anticipated future growth. This type of infrastructure is designed to accommodate expansion and increased demand over the long term.

II. DEVELOPMENT CAPABILITY REPORT

A. Location and Onsite Land Use

As shown in **Exhibit 4: Regional Location**, the subject property is located three miles to the west of downtown Marana, just northwest of the Santa Cruz River. This 19.5413-acre parcel, identified by Pima County Assessor's Parcel Number (APN): 217-23-0310, is located at 13860 W. Grier Road Marana, Arizona 85653 (temporary address assigned by TOM), in the East half of the Southeast Quarter of the Southwest Quarter of Section 19, Township 11 South, Range 11 East, on the north side of Grier Road, Marana, Pima County, Arizona.

Exhibit 4. Regional Location



The property is currently vacant and used as an agricultural field. The southeast corner of the property was formerly a residential site. Historical US Geological Survey (USGS) aerial photographs from 1958 and a historical USGS quadrangle map from 1959 show that the residential structures were present by this time. The rural property record card for this parcel places the construction date in 1950, and records the main building as a simple, rectilinear, four-family dwelling (four apartments) constructed of painted cement blocks. This building likely served as housing for farm staff and was recorded as having been demolished in 1972. The most recent USGS quadrangle map to depict the possible farm or ranch house dates to 1996, and the rural property record card classifies the parcel as a homesite as late as 1999; however no additional building information was provided with this update. It is possible that a subsequent, temporary structure was added to the property after the demolition of the apartment block in the 1970s. Vestiges of these residential uses are apparent in the remains of building foundations and pads. The area also has a large fan palm on the old homesite along with other native and non-native herbaceous plants as can be seen in **Exhibit 3: Grier Substation Location,** above. In addition, the subject property has unused irrigation canals on the south property boundary, running parallel to Grier Road and on the north and west sides of the old homesite. Active Cortaro-Marana Irrigation District (CMID) irrigation canals run the length of the east and north property boundaries. See Section III.L.6 for details regarding TEP's coordination with CMID.

B. Information on Properties within a Quarter Mile

1. Existing Zoning

The subject property is located within the Small Lot Zone (Zone A), one of TOM's Legacy zones. This zoning permits residential, commercial, industrial, and quasi-public land uses so long as each such land use is conducted on a lot no larger than 2.5 acres.

The subject property is farmed, as is allowed per section 17-4-2 of the TOM Code of Ordinance in which agricultural practices may be conducted in a Zone A lot under the same circumstances as they are permitted in the Agriculture (AG) zone.

Zoning within a 1/4 mile of the subject property consists of a mix of residential and Specific Plan (SP) zones, as well as a nearby designated floodplain (see **Exhibit 5: Existing Zoning Within 1/4 Mile of Subject Property and Table 1: Properties within 1/4-mile of Subject Property** below):

- North: Anway Farms SP
- South: Zone B – Medium Lot Zone
- East: Zone A – Small Lot Zone
- West: Zone A – Small Lot Zone

Exhibit 5. Existing Zoning within 1/4 Mile of Subject Property

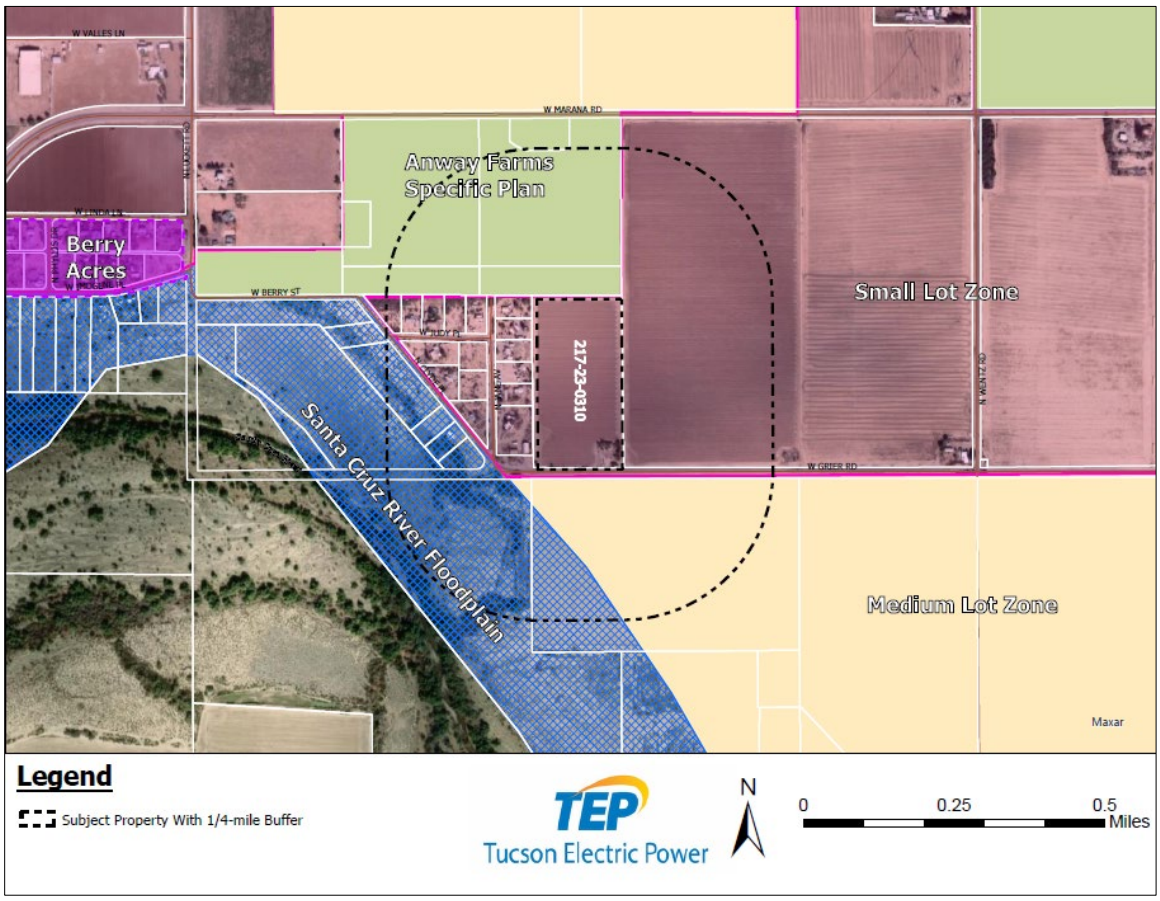


Table 1: Properties within 1/4-mile of Subject Property

	North	South	East	West
Zone (Jurisdictional)	SP- Specific Plan	Zone B Medium-lot Zone	Zone A Small-lot Zone	Zone A- Small-lot Zone Zone D- Designated Floodplain
General Plan Designation	Master Planned Area	Traditional Neighborhood	Traditional Neighborhood	Traditional Neighborhood
Land Use (Existing)	Farmland	Grier Road, Farmland	Farmland	Single-family Residential
Building Height	N/A	N/A	1-story	N/A
Land Use (Future)	Commercial, Technical, Apartments	Likely Residential or Mixed-Use	Likely Residential or Mixed-Use	Residential

2. General Plan Land Use Designation

The General Plan identifies the subject parcel as being located within the Central Growth Area with a future land use designation of TN. The TN category provides for a range of residential densities between 2 du/ac and 18 du/ac, along with limited commercial, offices, education, and religious institutions and is consistent with existing zoning districts A, R-16, R-10, R-8, R-7, R-6, R-3.5, MH, MR-1, MR-2, NC, VC, and BU.

As the subject parcel is within Zone A, it will require a rezone to NC, which allows for the permissible development of the subject parcel as an electric substation. Also, as the proposed development of the substation exceeds 15 acres, a minor plan amendment to change the subject parcel's designation from TN to C on the General Plan's *Future Land Use Map* would be required.

However, the Grier Substation does support the TOM's goals and policies. Specific goals from the Marana General Plan that the proposed Grier Substation would adhere to, and support include but are not limited to:

- Non-residential development is compatible with existing and planned residential areas (**BE-2**) - TEP 138-kV substations are integrated successfully in residential neighborhoods throughout its service area (see **Appendix A: Examples of Existing TEP Substations**),
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- Maintaining an inventory of development-ready sites to attract future businesses (**PC-7**) - Investing in a 138-kV substation demonstrates foresight in anticipated future growth. This type of infrastructure is designed to accommodate expansion and increased demand over the long term.

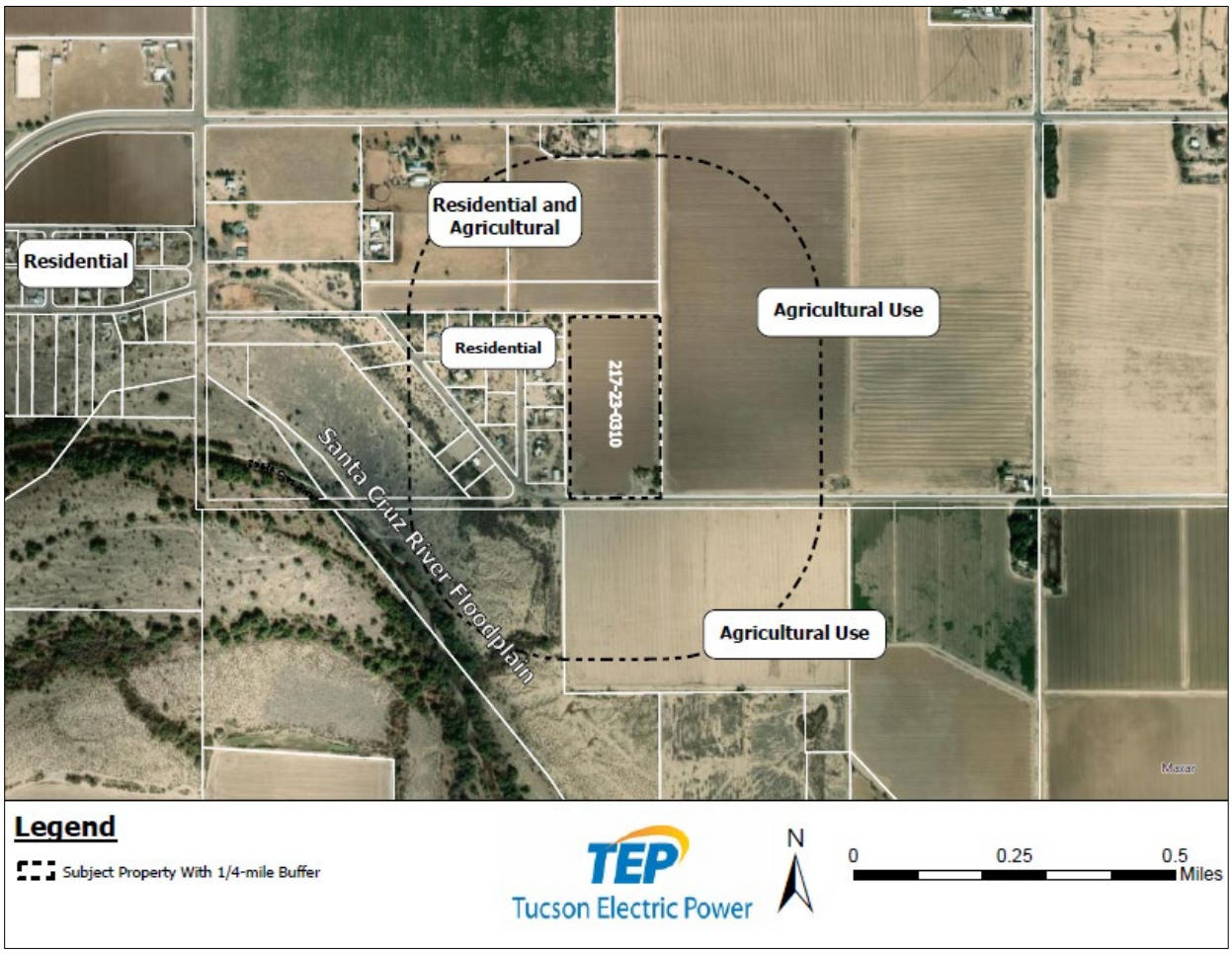
3. Surrounding Existing Land Use

Properties to the north, east, and south are farmland. Six residential properties border the west subject property boundary. Five of these parcels are approximately one acre in size. The furthest south parcel is more than 2.5 acres in size.

The floodplain from the Santa Cruz River is located to the southwest, less than a tenth of a mile from the subject property. The surrounding land uses are listed below and depicted in **Exhibit 6: Surrounding Land Use**:

- North: Farmland
- South: Farmland
- East: Farmland
- West: Residential

Exhibit 6. Surrounding Land Use



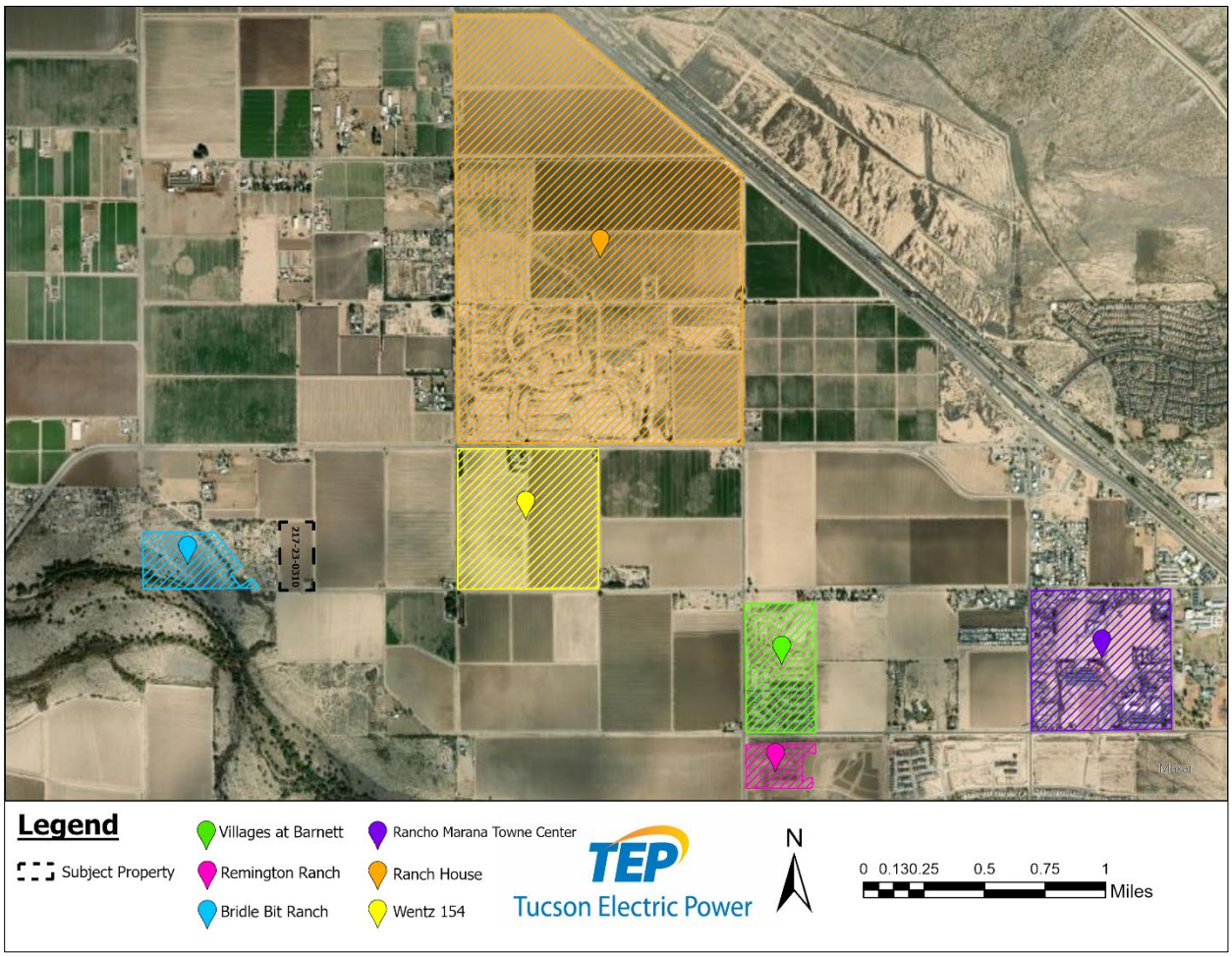
4. Pending and Conditional Rezoning Cases

There are no pending or conditional rezoning cases within five miles of the subject property.

5. Subdivisions & Development Plans

The nearest planned subdivision to the subject property is Bridle Bit Ranch, located on Grier Road, approximately ½ mile west. The next nearest planned subdivision is Remington Ranch, located southeast of the subject property at North Sanders Road and West Barnett Road. The nearest active development is Villages at Barnett, located southeast of the subject property at North Sanders Road and West Grier Road (see **Exhibit 7: Subdivisions & Development Plans**, below.)

Exhibit 7. Subdivisions & Development Plans



C. Septic Systems and Wells

There are no septic systems or wells present on the subject property. The nearest regulated well sites are located approximately 0.5 miles to the east near the intersection of West Grier Road and North Wentz Road. A non-exempt well owned by Tomas Hum is located northwest of the intersection and a non-exempt well owned by Cortaro-Marana Irrigation District (CMID) is located northeast of the intersection.

D. Topography and Slope

TEP completed an ALTA survey of the subject property. Elevation points are shown on the survey located in **Appendix B: ALTA Survey** and summarized below.

The site is flat with a less than 1% northwest-facing slope and an elevation of 1,950' - 1,952' above mean sea level (amsl). The old home site area in the southeast corner of the subject property sits approximately two feet higher (1,952' amsl) than the majority of the site (1,950' amsl) (Also see **Exhibit 8: Topography and Slope**, below).

1. Hillside and Conservation Areas:
   No hillside or conservation areas exist onsite.

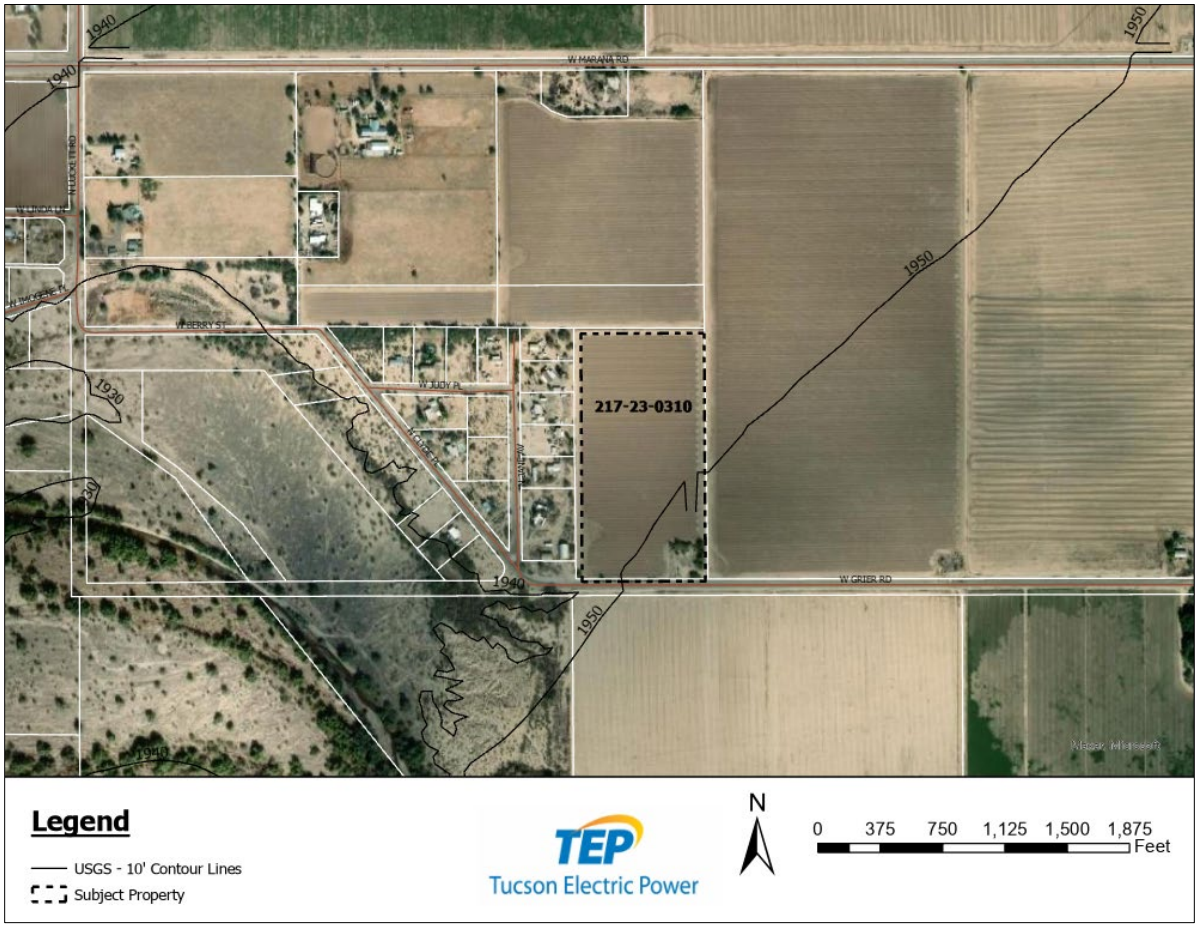
2. Rock Outcrops:
   A review of the Natural Resources Conservation Service (NRCS) soils data found that no rock outcrops are located onsite.

3. Slopes of 15% or greater:
   No slopes are 15% or greater.

4. Other Significant Topographic Features:
   No other significant topographic features exist onsite.

5. Existing Grading and Ground Disturbance:
   As stated previously, the subject property is used for agriculture purposes. As a result, the entire parcel has been graded/regraded/disturbed to support this use. The construction of the substation would not disturb any new areas and as a result of the landscaped buffers and water harvesting basins, some areas that were disturbed will, to some degree, be recovered.

Exhibit 8. Topography & Slope



E. Hydrology

1. Off-site Hydrologic Analysis

The off-site hydrologic analysis was divided into three separate components based on their contributing areas. The first contributing area is associated with the Santa Cruz River, located west of the subject parcel. The second is the contributing watershed associated with the runoff stemming from the Tortolita Mountains, located east of the subject parcel. The third was associated with abutting properties located directly east and south of the subject parcel.

a) Santa Cruz River Watershed

A review of the '*Technical Support Data Notebook for the Letter of Map Revision (LOMR) Santa Cruz River, Sanders Road to Pinal County, Arizona'*, prepared by JE Fuller/Hydrology and Geomorphology, Inc. (JE Fuller 11-15-2021) for the Pima County Regional Flood Control District, determined that during the 100-year storm event, runoff from the Santa Cruz does not impact the subject parcel. **Exhibit 12: 100-year Flood Limits for the Santa Cruz River** illustrates the 100-year flood limits for the Santa Cruz River and is provided in *Section E.3: Hydraulic Discussion*, below.

b) Tortolita Mountains Watershed

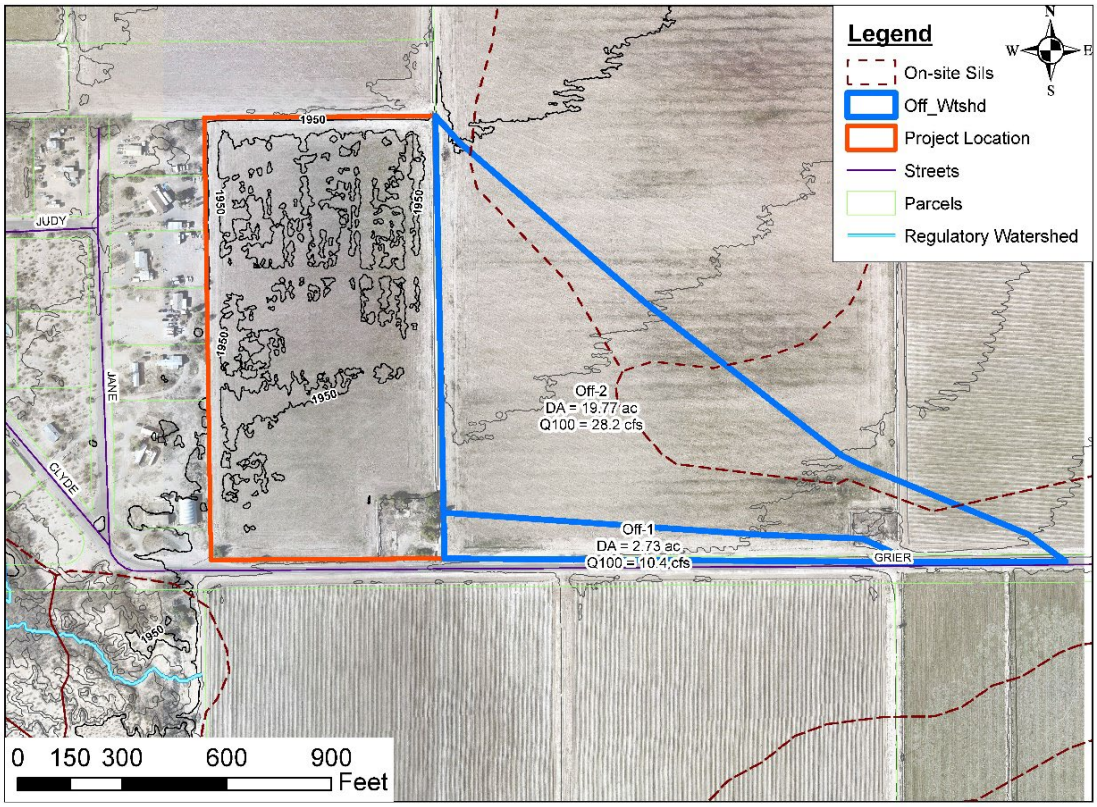
To evaluate the impacts stemming from the Tortolita Mountains Watershed, the '*Technical Support Data Notebook for the Letter of Map Revision (LOMR) Santa Cruz River, Sanders Road to Pinal County, Arizona,'* was again consulted as the LOMR application included hydrologic and hydraulic analysis associated with this regional watershed. Per this review it was determined that during the 100-year event, runoff from the regional watershed originating in the Tortolita Mountains does not impact the subject parcel. **Exhibit 13: 100-year Flood Limits for the Tortolita Mountains** illustrates the 100-year flood limits for the Tortolita Mountains and is provided in *Section E.3: Hydraulic Discussion*, below.

c) Local Off-site Watersheds

Given that runoff from the larger watersheds does not impact the subject parcel, the off-site hydrologic analysis focused on the runoff generated solely by the local watersheds directly east and south of the subject parcel. In determining the contributing area impacting the subject parcel from the south and east, aerial topography was confirmed via site reconnaissance. Based on this, it was determined that runoff south of Grier Road flows east and is discharged directly into a tributary of the Santa Cruz River.

Based on existing site topography, runoff generated by the properties to the east of the subject parcel flows northwest. This contributing area is primarily fallow farm fields and a portion of Grier Road. To determine the runoff generated by this contributing area, two off-site watersheds were delineated (Off-1 & Off-2). Two watersheds were created for the purpose of quantifying the design discharges used in the proposed drainage design discussed in Section III.F of this document (see **Exhibit 9: Off-site Watershed**).

Exhibit 9. Off-site Watershed



To quantify the peak discharges for the watersheds associated with the proposed substation development, Pima County's interpretation of the Rational Method embedded in the online software program, PC Hydro (V7.1), was utilized. PC Hydro is used to quantify peak discharges for watersheds in Pima County encompassing less than 10 square miles. Input parameters used to define the off-site watersheds were based on the parameters recommended in the PC Hydro User Manual. Rainfall data for the 100-year event was extracted from the National Oceanic and Atmospheric Administration (NOAA) 14 dataset. On-site soils information was obtained from the NRCS Soils Survey for Pima County, Arizona. A list of the parameters used in the analysis is provided in **Table 2: Summary of Hydrologic Parameters: Off-site and On-site Watersheds (Existing Conditions)**. Once the parameters were determined, PC Hydro calculated the peak discharges within the program. The results are presented in **Table 3: Summary of Hydrologic Analysis (Existing Conditions)**.

2. On-site Hydrologic Analysis (Existing Conditions)

a) On-site Watersheds

The on-site hydrologic analysis divided the subject parcel into two contributing areas based on the planned future layout of the substation. These two sub-watersheds are presented in **Exhibit 10: On-site Watersheds** below. The analysis for the onsite watersheds was also based on PC Hydro with the parameters obtained from the same sources discussed above. These parameters are also presented in **Table 2: Summary of Hydrologic Parameters: Off-site and On-site Watersheds (Existing Conditions)**. The results of the analysis are presented in **Table 3: Summary of Hydrologic Analysis (Existing Conditions)**.

Exhibit 10. On-site Watersheds

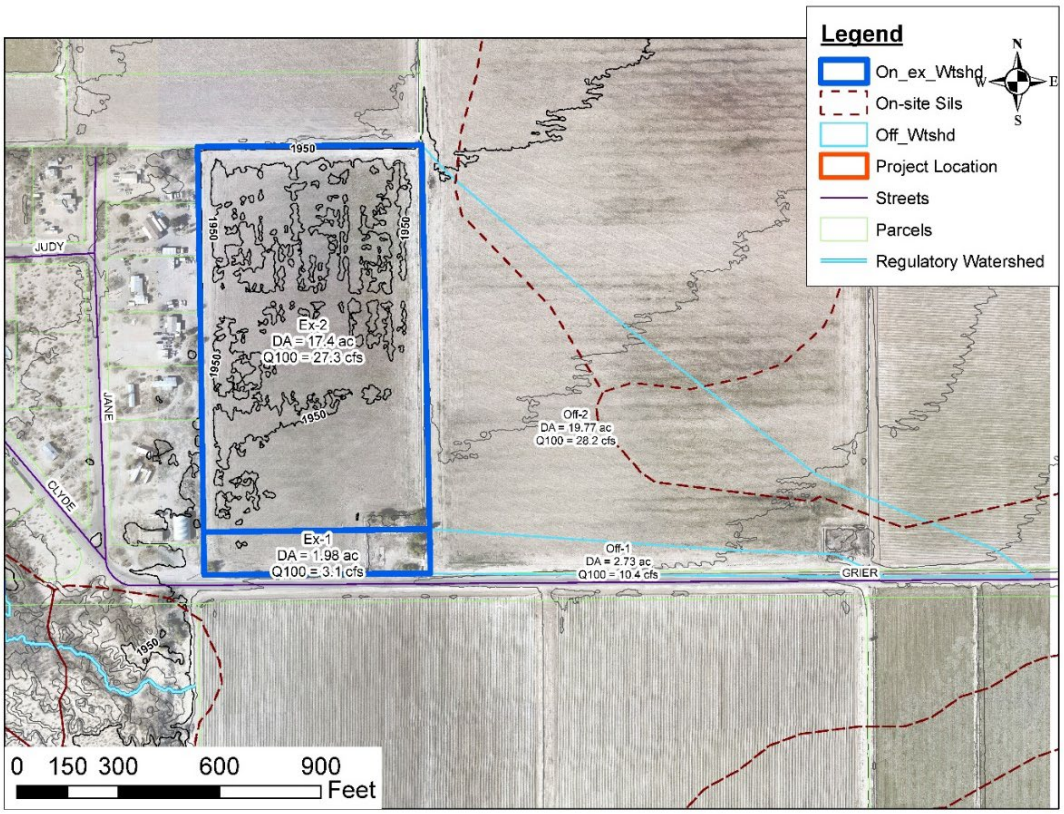


Table 2. Summary of Hydrologic Parameters: Off-site and On-site Watersheds (Existing Conditions)

Contributing Watershed	100-Rainfall Depth (inches)	Hydrologic Soil Type	Impervious Cover (%)	Basin Factor	Watershed Slope (%)	Runoff Coefficient 100-yr Event
Off-1	*2.46*	*100% B*	*0*	*0.05*	*0.8*	*0.47*
Off-2	*2.46*	*72% B, 28% C*	*0*	*0.05*	*0.8*	*0.5*
On-1	*2.46*	*100% B*	*0*	*0.05*	*0.11*	*0.47*
On-2	*2.46*	*100% B*	*0*	*0.05*	*0.11*	*0.47*

Table 3. Summary of Hydrologic Analysis (Existing Conditions): Off-site and On-site Watersheds

Contributing Watershed	Drainage Area (acres)	2-year Peak Discharge (cfs)	10-year Peak Discharge (cfs)	100-year Peak Discharge (cfs)
Off-1	*2.70*	1	2.4	10.4
Off-2	*19.80*	2	5.1	28.2
On-1	*1.98*	0.2	0.5	3.1
On-2	*17.40*	1.7	4.8	27.3

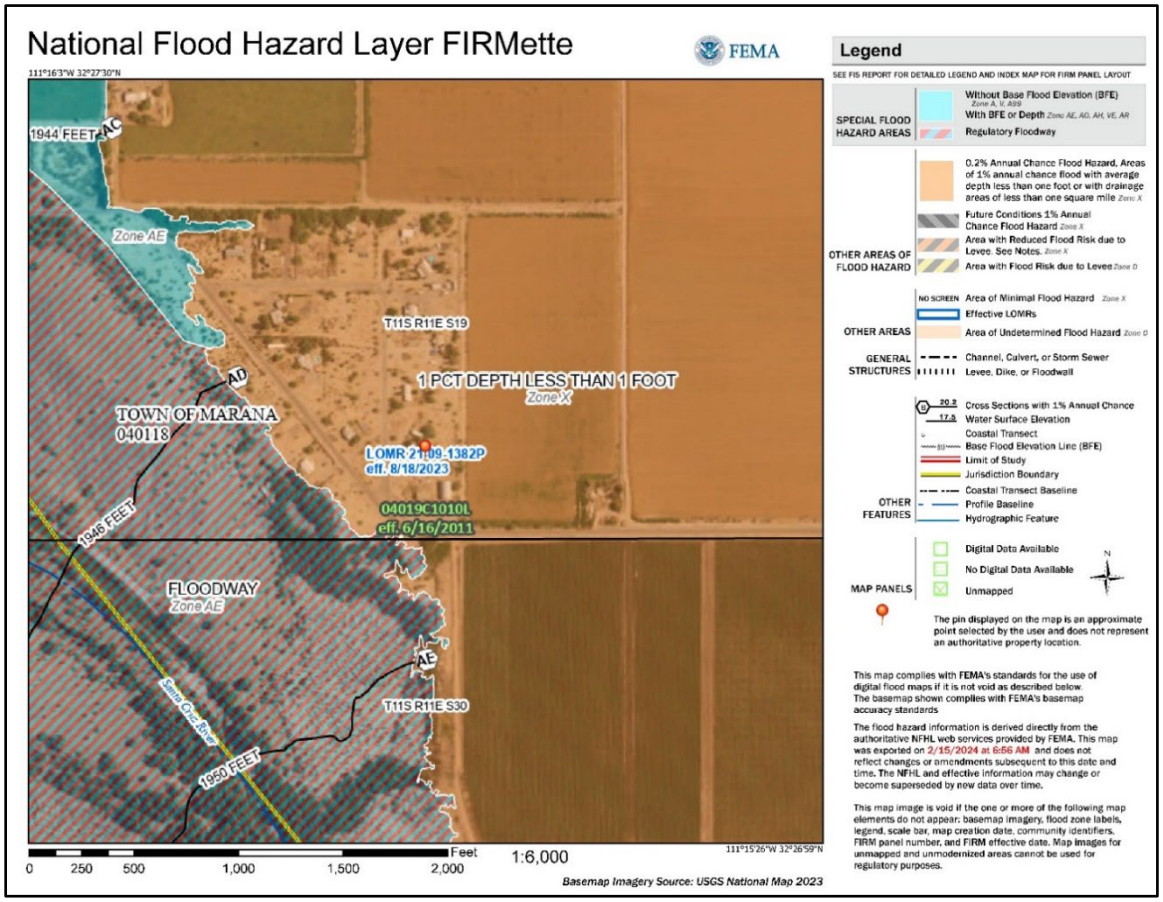
**cfs = cubic feet per second*

3. Hydraulic Analysis

a) Effective Federal Emergency Management Agency Floodplains

A review of Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) Panel **04019C1010L,** determined that the subject property does not lie within the 100-year floodplain or floodway for the Santa Cruz River. It does, however, lie within the Special Flood Hazard Zone X, which is associated with the 500-year floodplain. A map illustrating the effective FEMA floodplains is provided in **Exhibit 11: FEMA Floodplain**, below.

Exhibit 11. FEMA Floodplain



b) Santa Cruz River/ Tortolita Mountains Watershed Flood Inundation Discussion

A review of the '*Technical Support Data Notebook for the Letter of Map Revision (LOMR) Santa Cruz River, Sanders Road to Pinal County, Arizona'* confirmed that the subject parcel is outside of the 100-year floodplain for the Santa Cruz River and is not affected by the Tortolita Mountains Watershed. Exhibits 12 and 13 depict the 100-year flow depths and 100-year floodplain as determined in the LOMR. See **Exhibit 12: Santa Cruz River 100-year Flow Depth** and **Exhibit 13: Tortolita Mountains 100-year Flow Depth,** below.

Exhibit 12. Santa Cruz River 100-year Flow Depth

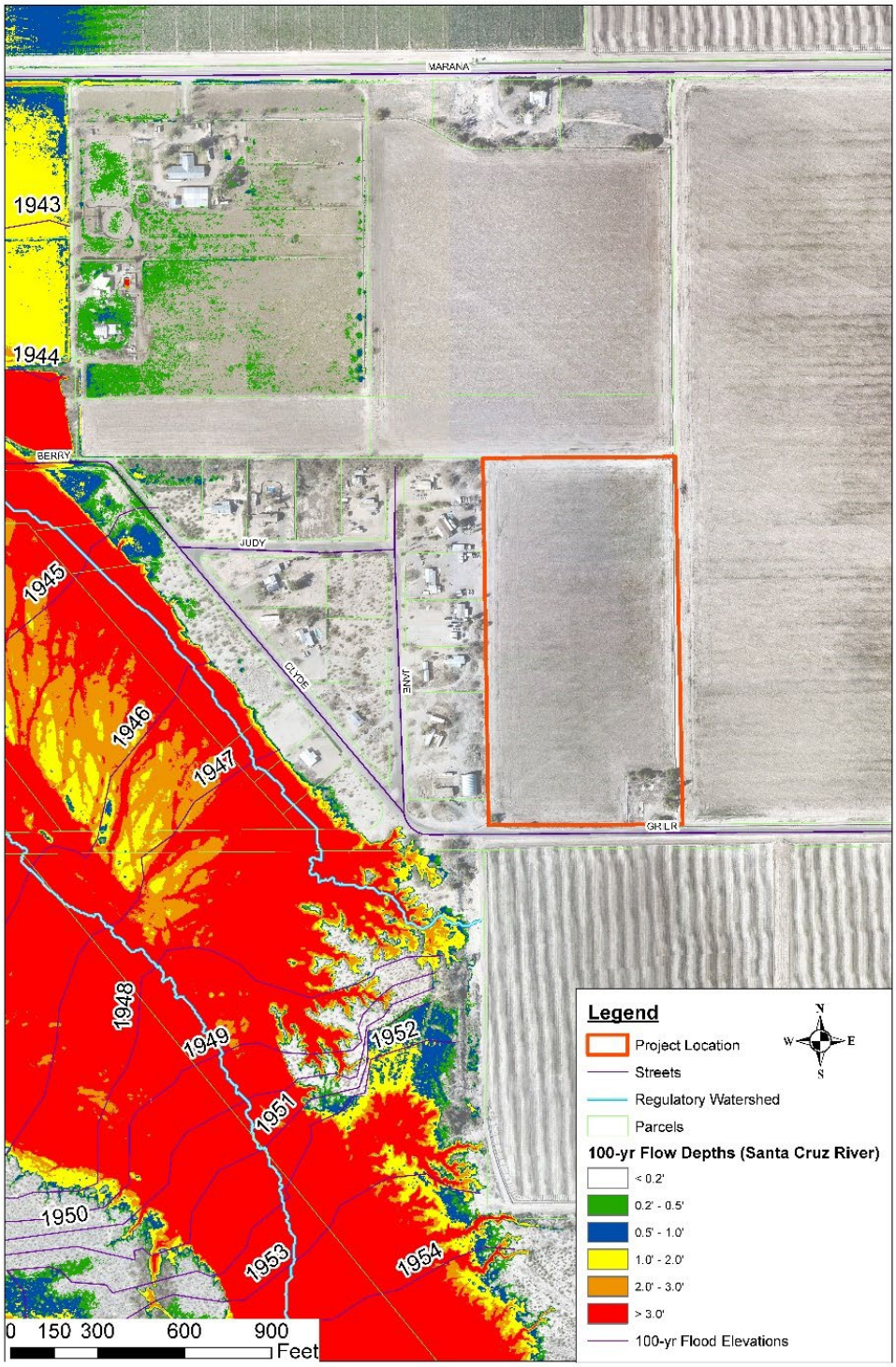


Exhibit 13. Tortolita Mountains 100-year Flow Depth

Because the effective FIRM provides limited information on the flow depths associated with the Special Flood Hazard Zone X, the flow depths impacting the subject parcel were extracted from the hydraulic models generated as part of the '*Technical Support Data Notebook for the Letter of Map Revision (LOMR) Santa Cruz River, Sanders Road to Pinal County, Arizona'.* **Exhibit 15: Santa Cruz River 500-year Flow Depth** and **Exhibit 16: Tortolita Mountains 500-year Flow Depth** below depict the 500-year flow depths and the 500-year floodplain as determined as part of the LOMR.

Based on the above analysis, it was determined that the subject parcel is impacted by runoff from the Santa Cruz River 500-year flow depth as well as the Tortolita Mountains 500-year flow depth. For the purposes of determining scour and setting the elevations for the fill pads and equipment, the flow parameters associated with the 500-year event from the Santa Cruz River model will be used. The use of the 500-year hydraulic parameters is in accordance with Marana Town Code Chapter 17-15-10 H.

c) Santa Cruz River Erosion Hazard Setback

Per the Pima County Code Title 16.28, the erosion hazard setback from the Santa Cruz River is 500 feet. The setback, as measured from the bank of the main channel, does not extend to the subject parcel. The setback is presented in **Exhibit 14**.

Exhibit 14. Erosion Hazard Setback Map

Exhibit 15. Santa Cruz River 500-year Flow Depth

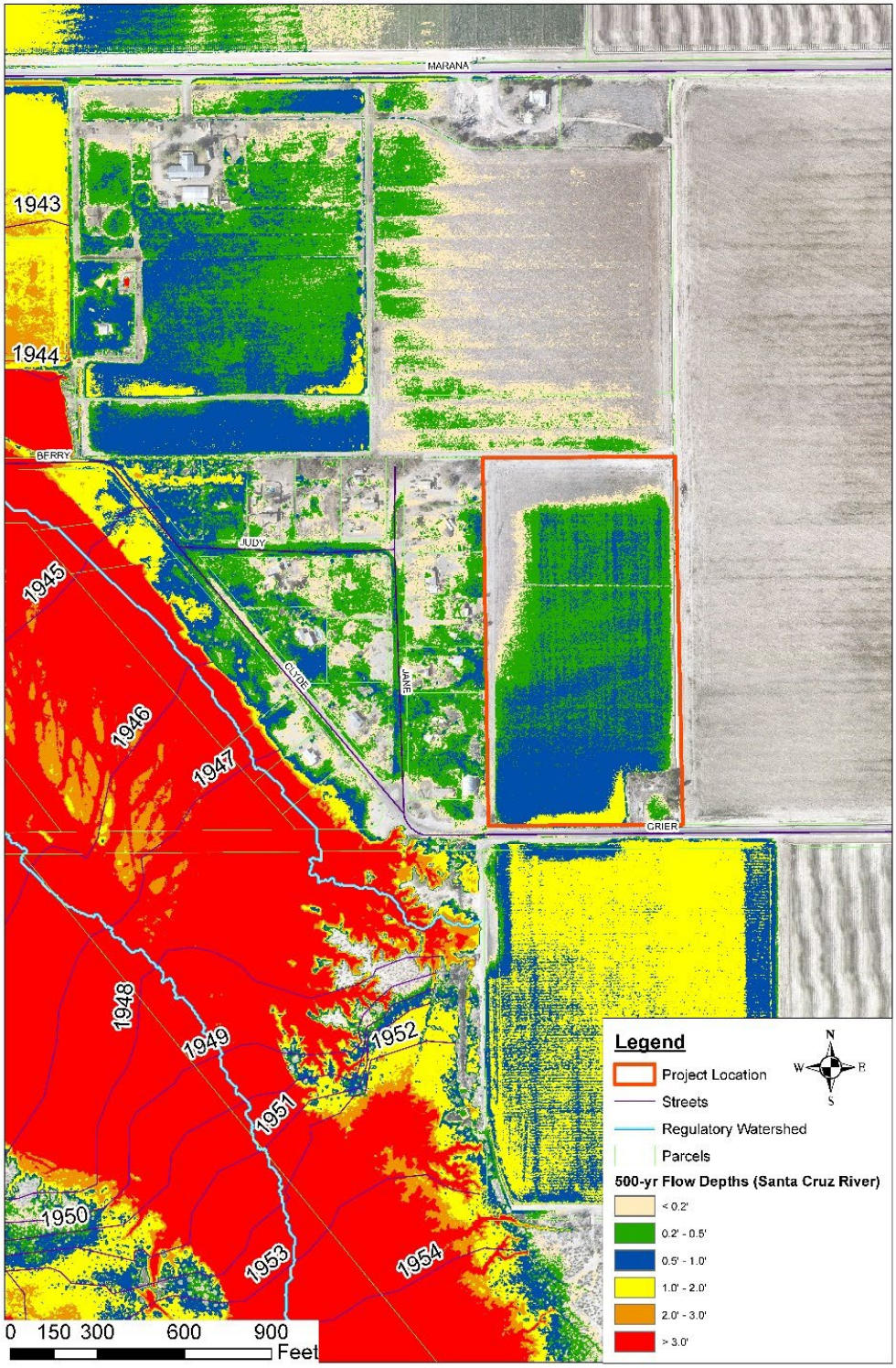
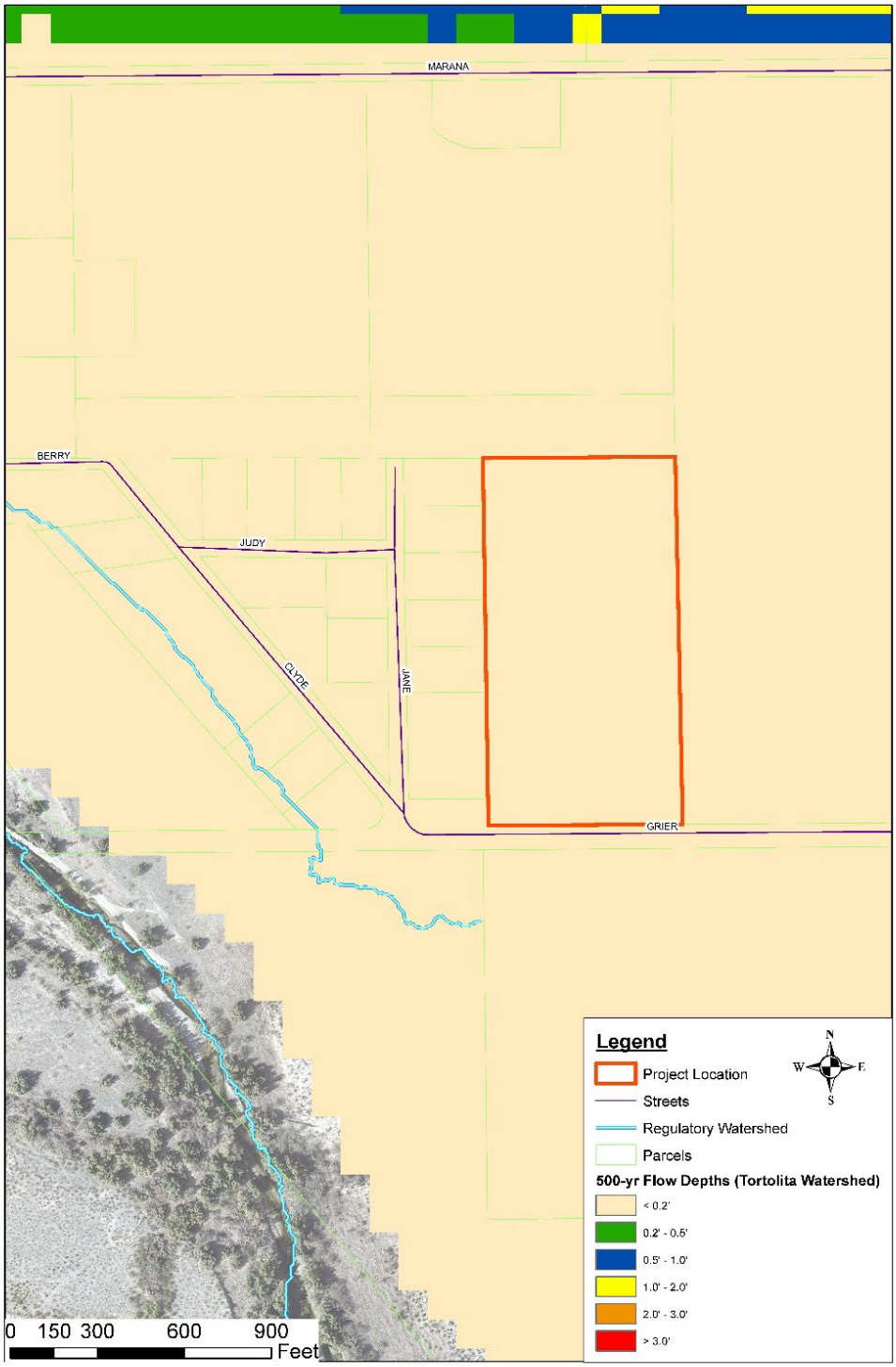


Exhibit 16. Tortolita Mountains 500-year Flow Depth



F. Vegetation

1. Vegetative Communities

The parcel falls within the Lower Colorado Subdivision of the Sonoran Desertscrub biome in southeast Arizona. This ecosystem is characterized by an arid climate with vegetation well-adapted to dry conditions such as creosotebush (*Larrea tridentata*), saguaro (*Carnegeia gigantea*), and mesquite trees (*Prosopis* spp.). The subject property, however, has been converted to farmland and has been mostly stripped of any native vegetation, apart from amaranth, corn, and the occasional desert grass growing within and along the existing irrigation canals.

2. Significant Vegetation

There is no significant vegetation within the parcel, as it is an agricultural field. No sensitive flora or fauna species have been identified within the subject property.

3. Vegetative Densities

The only vegetation cover is located at the southeast corner of the subject property, associated with the vestiges of the old housing site. Vegetation is limited, however, to a large fan palm tree (*Washingtonia* sp.) and other native and non-native herbaceous growth.

G. Wildlife

1. Background Research

In support of Section 7 of the Endangered Species Act (ESA), the Arizona Game and Fish Department (AZGFD) Heritage Data Management System (HDMS) was accessed in September of 2023 to locate records of habitat and sensitive species occurrence within three miles of the subject property (**Appendix C: AZGFD Online Environmental Review Tool Report**). Additionally, personal communication with the US Fish & Wildlife Service (USFWS) field office in Tucson has determined that while cactus ferruginous pygmy owl (*Glaucidium brasilianum cactorum)* may be in the area, there is no suitable habitat for the owl on site and no further action is required (**Appendix D: USFWS Correspondence**).

2. Presence of Sensitive Species

HDMS online environmental review tool identified eight Special Status species documented as occurring within three miles of the subject property. These species and their status are listed in **Table 4: Special Status Species Documented within 3 Miles of Project Vicinity** below.

Table 4. Special Status Species Documented Within 3 miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		2
Coccyzus americanus	Yellow-billed Cuckoo (WDPS)	LT	S	S		1
Cynanthus latirostris	Broad-billed Hummingbird		S			2
Empidonax traillii extimus	Southwestern Willow Flycatcher	LE		S		1
Falco peregrinus anatum	American Peregrine Falcon	SC	S	S		1
Lanius ludovicianus	Loggerhead Shrike	SC				2
Melozone aberti	Abert's Towhee		S			2
Myotis velifer	Cave Myotis	SC		S		2

Note: **FWS** – Fish and Wildlife Service; **USFS** – US Forest Service; **BLM** – US Bureau of Land Management; **NPL** – Arizona Native Plant Law; **SGCN** – Species of Greatest Conservation Need; **CCA** - Candidate Conservation Agreement; **LE** - Listed Endangered; **PT** - Proposed Threatened; **SC** - Species of Concern; **S** – Sensitive; **SR** - Salvage Restricted (collection only with permit); **SGCN** – Species of Greatest Conservation Need

3. High densities of given species population

As indicated by the HDMS review, there are no high densities of a given species located within the boundaries of the subject property.

4. Aquatic or Riparian Ecosystems

There are no aquatic or riparian ecosystems present onsite.

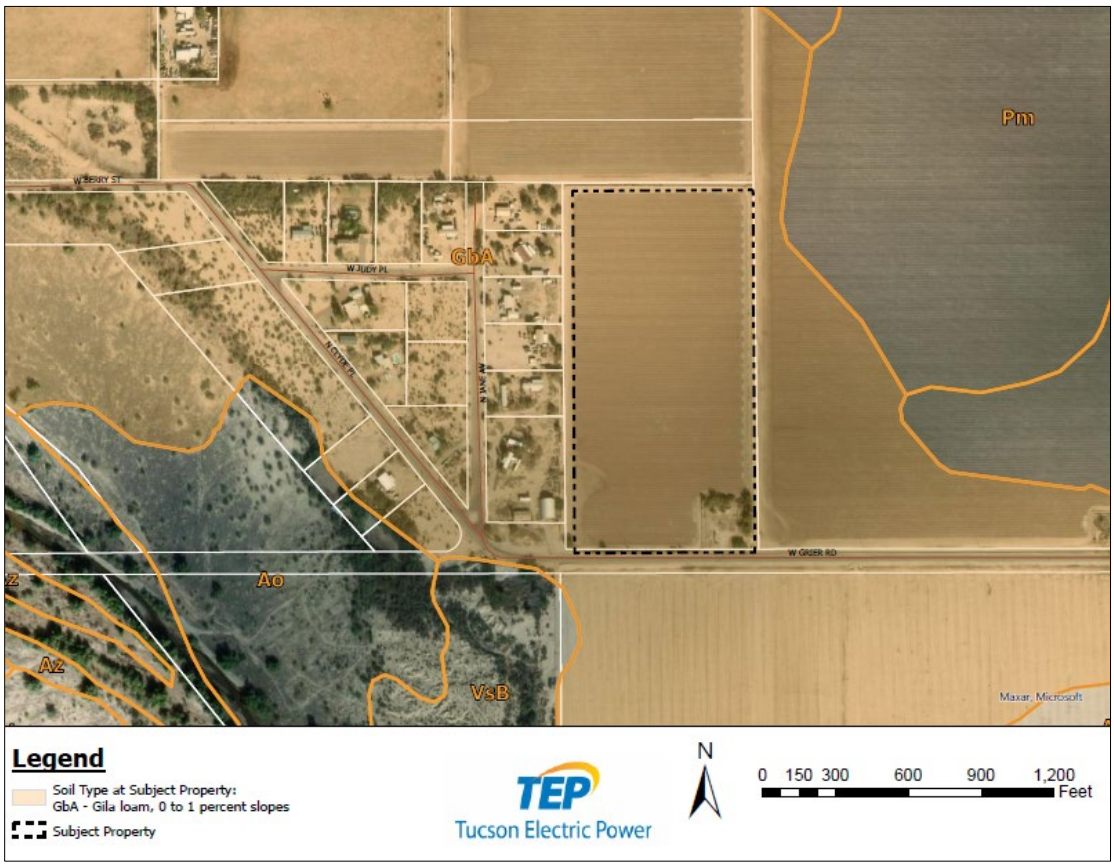
5. Wildlife Corridors

A Pima County Wildlife Movement Area intersects with the subject property, as identified in the AZGFD HDMS report. This is a 'Special Area' that is part of the larger Coyote-Ironwood-Tucson Linkage Design, designated for wildlife connectivity between the Tucson Mountains and the Santa Cruz River (see **Appendix B. page 6,** for map of Wildlife Movement Area).

H. Soils

One soil type is found on the subject parcel. Gila Loam, 0 to 1 percent slopes (GbA), or Hydrologic Soil Group 'B' (Pima County Hydro Map) covers 100% of the subject property (**Exhibit 17: Soils**). Commonly located on floodplains, the parent material of Gila Loam is mixed stream alluvium and is well drained. There are more than 80 inches between the soil surface and the underground water table, and is described as, 'Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season' by the NRCS Web Soil Survey (NRCS WSS).

Exhibit 17. Soils



I. Viewsheds

The subject property is located east of the Tucson Mountains just south of Marana Road and west of North Sanders Road. The natural topography of the site is flat and has historically been used as farmland. A gentle <1% slope to the northwest exists on a broader level that would include adjacent properties, allowing for mostly unobstructed views in all directions.

Existing condition site photos were taken from the locations depicted in **Exhibit 18: Site Photo Locations** and site photos are provided in **Exhibits 19 & 20: Site Photos**.

Near- and mid-range views of the subject property, approaching from Grier Road are of agricultural fields, a fan palm at the southeast corner of the subject property, and the residences along North Jane Avenue. Long-range views are mainly of fields and sky. Views from the residences looking east and northeast towards the subject property are of fields in the near- and mid-range. Long-range views are of the Tortolita Mountains. Near- and mid-range views looking south towards the subject property from Marana Road or from the fields to the north are of fields and the residences along North Jane Avenue. Long-range views are of the Tucson Mountains. Near- and mid-range views looking west towards the subject property from the fields to the east are of fields and the residences along North Jane Avenue. Long-range views are of the Silver Bell Mountains.

Exhibit 18. Site Photo Locations

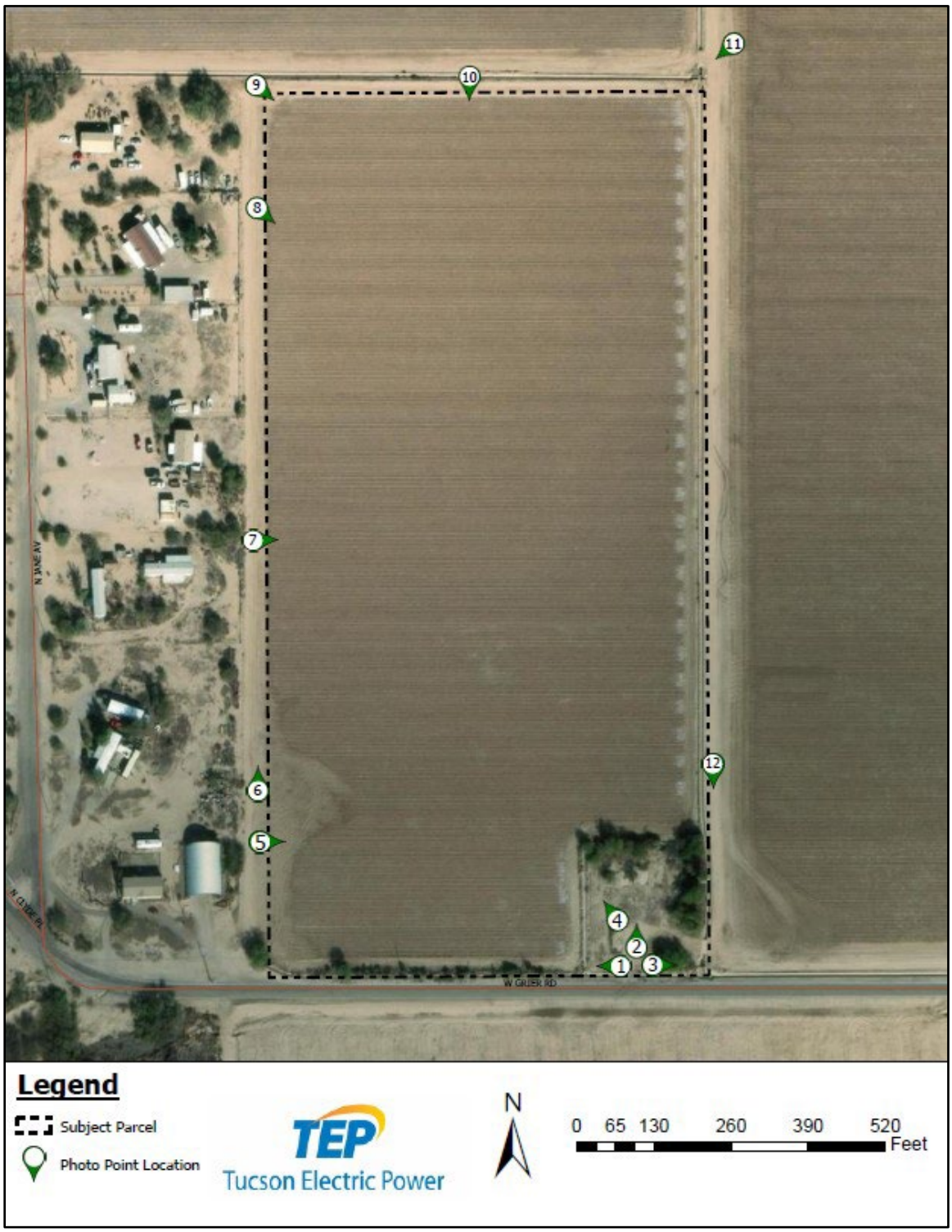


Exhibit 19. Site Photos 1-6

1. View from old homesite in SE corner of the parcel looking West on Grier Rd.

2. View from old homesite in SE corner of parcel looking North

3. View from old home site in SE corner of parcel looking East

4. View from homesite in SE corner of the parcel looking Northwest. Note homes on Jane Ave. in the distance.

5. View from dirt road along West edge of parcel looking East. For reference, note palm tree in SE corner of parcel on old home site.

6. View from dirt road along West edge of parcel looking North.

Exhibit 20. Site Photos 7-12

7. View from dirt road along West edge of parcel looking East.

8. View from dirt road along West edge of parcel looking southeast. For reference, note palm tree in SE corner of parcel on old home site.

9. View from northwest corner of parcel looking southeast. For reference, note palm tree in SE corner of parcel on old home site.

10. View from North side of parcel looking directly South.

11. View from NE corner of the parcel looking SW. Note canals along eastern and northern boundaries of the parcel.

12. View from dirt road along East edge of parcel looking South. Note canal along eastern boundary.

J. Road Right-of-Way

Grier Road is located on the south boundary of the subject property and is identified by TOM as an existing arterial road with a 60-foot right-of-way (Appendix B: ALTA Survey). Grier Road is identified in the General Plan as having a future right-of-way width of 150' (75' on each side of the section line).

K. Traffic

The subject property is located on the north side of Grier Road just before it turns to the north to connect with Berry Street. Grier Road is identified by TOM as an existing arterial road that connects with Downtown Marana and the I-10 frontage road. Traffic in this area is typical of a rural setting and composed of residential, commercial – serving residential uses, and agricultural land uses. Marana Road to the north is more heavily trafficked and connects with Trico Road to the west.

L. Recreation and Trails

There are several city parks within a few miles of the subject property with the closest being less than two miles away. These 'Open Space' areas are intended for public recreation and resource conservation, including any passive undisturbed natural areas along the Santa Cruz River. Primary and secondary bikeways are planned near the subject property and will spread throughout Marana per the current General Plan.

Picacho Peak State Park is located roughly 13 miles to the north of the subject property, and the Tucson Mountains division of Saguaro National Park is located roughly 12 miles to the south. The largest park nearby is Ironwood Forest National Monument, located 5 miles to the west.

M. Cultural, Archaeological and Historic Resources

Information regarding cultural, archaeological, and historical resources on site can be found in the document titled '*A Cultural Resources Assessment in Support of the Grier Substation Project, Marana, Pima County, Arizona'* conducted by WestLand Engineering & Environmental Services in January 2024, which is submitted under separate cover.

WestLand performed a cultural resources assessment to better inform the evaluation of subject property APN 217-23-0310. In order to understand previous survey coverage and known archaeological site density, WestLand reviewed existing archaeological survey and site information available in the AZSITE archaeological database and at the Arizona State Museum (ASM) Archaeological Records Office, in addition to historical maps of the Study Area to assess the potential for historical sites that have not yet been recorded. WestLand found that the subject parcel has not been previously surveyed.

Given the lack of previous survey coverage on the subject parcel, and the proximity of the subject property to the Santa Cruz River, where a high density of prehistoric sites may be expected, WestLand recommended that a Class III survey be conducted. The Class III survey is in progress and a copy of the survey report will be provided to TOM when it is complete. In the event any sites are discovered and determined to be A/NRHP-eligible, they will be mitigated through avoidance or as required by State law.

N. Existing Utilities

1. Water

There is no water service on the subject property. The nearest public water main is located east of the subject property at West Grier Road and North Wentz Road. TEP does not intend to connect to the public water supply as the subject parcel has Type 1 water rights. TEP will either utilize CMID water or drill a well for irrigation purposes. The operation of the substation does not require water.

2. Sewer

There is currently no sewer service on the subject property. The substation is unmanned and therefore does not require sewer service.

3. Natural Gas

There is currently no natural gas service on the subject property. The substation does not require natural gas for operation.

4. Electricity

There is currently no electric service on the subject property. Electricity needed for lighting and security would be powered by facilities built as part of the project.

5. Communication

There is currently no communication service on the subject property. TEP will install communication equipment as necessary to link the substation to their electric grid.

O. Public Facilities

1. Police

The nearest Marana Police Department facilities are at 11555 W. Civic Center Drive, approximately three miles east of the subject property.

2. Fire

The nearest fire department is Northwest District Station #341, 13535 N. Marana Main Street, approximately 2.8 miles to the East.

3. Schools

The subject property is located within the western portion of the Marana Unified School District (MUSD) located to the west of I-10. No schools exist within a mile of the subject property, however several schools are located near downtown Marana. The closest school to the subject property is the Marana campus for La Paloma Academy at 13644 N. Sandario Rd 2.5 miles to the east, along with the Community Christian Preschool located at 13808 N. Sandario Rd adjacent to the La Paloma Academy Marana campus.

4. Library

The nearest county-owned library is the Wheeler Taft Abbett Sr. Library located 12 miles away at 7800 N. Schisler Dr. Tucson, AZ 85743.

III. PROPOSED LAND USE PLAN

A. Project Overview

TEP proposes to construct, maintain, and operate the Grier 138/13.8 kV Substation to accommodate the existing needs, future load growth, and improve system reliability, as well as retire the Lateral 7 ½ 46-kV Substation in the Marana area. The new substation would be sourced from the existing North Loop to Tortolita Quad Circuit (east of I-10), utilizing the recently approved (by the ACC) AEPCO/TEP double-circuit Marana to Saguaro 115kV/138-kV transmission line which would then loop back to the existing North Loop to Tortolita Quad Circuit via an as yet, undetermined route, in order to provide needed redundancy to the grid.

To meet the energy needs of TOM, TEP has identified the subject property for the proposed Grier 138/13.8 kV Substation that meets substation and distribution technical system requirements, avoids, or minimizes impacts to natural or cultural resources, and is compatible with surrounding land uses. TEP has entered into a PSA with Cortaro Farms, Ltd. for the purchase of APN 217-23-0310, in Township 11 South, Range 11 East, SW ¼ Section 19.

B. Relationship to Marana General Plan and Strategic Plan

1. Make Marana 2040

Re-zoning the parcel to accommodate a new substation operated and managed by TEP would further the goals of Marana's General Plan through 2040, in that it will provide the energy requirements for current and future development in the area as laid out in the General Plan.

As the subject parcel is within Zone A, it will require a rezone to NC, which allows for the permissible development of the subject parcel as an electric substation. Also, as the proposed development of the substation exceeds 15 acres, a minor plan amendment to change the subject parcel's designation from TN to Commercial (C) on the General Plan's *Future Land Use Map* would be required.

However, the Grier Substation does support the TOM's goals and policies. Specific goals from the Marana General Plan that the proposed Grier Substation would adhere to, and support include but are not limited to:

- Non-residential development is compatible with existing and planned residential areas (**BE-2**) - TEP 138-kV substations are integrated successfully in residential neighborhoods throughout its service area (see Attachment 2 for examples of other TEP substations),
- Residential areas are well-served by a full range of supporting land uses that contribute to a balanced community (**BE-7**) – The proposed Grier Substation supports existing and future residential development and is a part of the balanced community,
- Multi-family development in Marana is of high design quality and is supported by necessary infrastructure and community serving uses (**BE-9**) – The proposed Grier Substation provides the infrastructure necessary to support multi-family development,
- Marana prioritizes infrastructure enhancements and extensions that support desired new growth and development in an efficient and sustainable manner (**BE-14**) – As communities increasingly transition to renewable energy sources, a high-voltage substation becomes essential for integrating renewable energy into the grid. The substation can handle the fluctuations in power generation from renewable sources like wind and solar, contributing to the TOM's sustainability goals, and
- Maintaining an inventory of development-ready sites to attract future businesses (**PC-7**) - Investing in a 138-kV substation demonstrates foresight in anticipated future growth. This type of infrastructure is designed to accommodate expansion and increased demand over the long term.

It is anticipated that a rezone effort now will permit continued growth within the TOM by providing the infrastructure necessary for planned, proposed, and future power demands.

2. Strategic Plan 5

The Conceptual Land Use Plan furthers Marana's Strategic Plan 5 by promoting the following Focus Areas' goals and strategies:

Focus Area 5: Proactive Public Services

Goal: Prioritize Infrastructure and Maintenance that Support New Growth and Development in a Proactive and Sustainable Manner.

Approval of this rezone and minor general plan amendment request would allow for the Grier Substation to be constructed and operated to serve current and future needs in support of continued development in Marana, as per their goals listed in the General Plan.

C. Compatibility with Adjoining Properties

The proposed Grier Substation would be compatible with adjoining properties. TEP has existing 138/13.8 kV substations throughout its service territory, many of which are adjacent to residential uses. See **Appendix A: Examples of Existing TEP Substations**.

The substation is an unmanned, passive use and is therefore less intensive than the current agricultural use on site or other potential future permitted uses, such as a residential subdivision or mixed-use development.

1. Dust

The substation site would be covered with decomposed granite (DG), gravel, and landscaping to control fugitive dust.

2. Noise

Utilizing advanced technology, the 12-foot-tall masonry wall, and landscape buffers; noise associated with the power transformer would not exceed TOM's minimum regulatory stationary noise source standards of 50db at the property boundary.

3. Traffic

As the substation is unmanned, only 2-4 trips per month are anticipated for the maintenance and operation of the substation. This is likely less traffic than generated by the existing agricultural use and far less traffic than would be generated were the subject parcel to be developed as a residential subdivision.

4. Views

Please see Section III.I below.

5. Safety

The substation is safe and secured. It is monitored via closed-circuit cameras 24/7 from TEP's headquarters.

6. Electric and Magnetic Fields

Electric and magnetic fields (EMFs) are part of our everyday environment. They are emitted by power lines and other electrically powered systems that light, cool, and heat our homes, provide our communications and entertainment, and support other aspects of our modern lifestyle. EMFs also are produced naturally by the Earth.

Concerns related to electric and magnetic fields and their effects on human health have been studied for more than 30 years by scientists, universities, national laboratories, health agencies, and the World Health Organization. According to this large body of research, there are no confirmed health risks caused by exposure to low-level EMFs.

The EMFs associated with power lines and electrical devices are much weaker than those associated with other sources such as microwaves or radio waves; they are considered to be "extremely low frequency" fields at 60 Hertz (Hz). These EMFs, at the low end of the electromagnetic spectrum, are described as "non-ionizing" because they are not known to damage DNA or cells directly.

TEP's website has additional information related to EMFs including links to studies conducted by the World Health Organization, National Institutes of Health, National Institute of Environmental Health Sciences, Environmental Protection Agency, National Cancer Institute, and American Cancer Society.

https://www.tep.com/electric-and-magnetic-fields/

D. Conceptual Site Plan

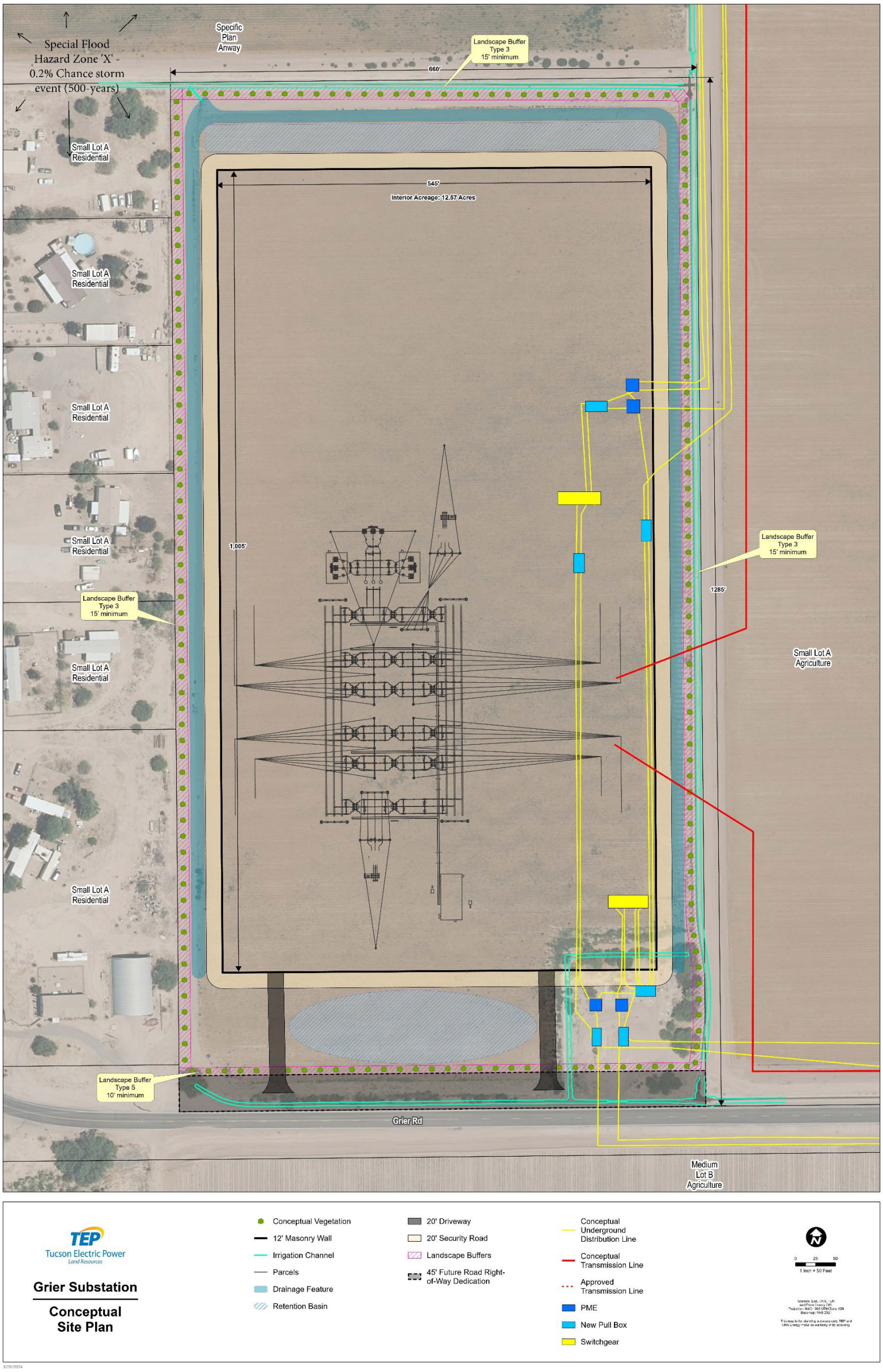
As shown in **Exhibit 21: Conceptual Site Plan**, the 19.54-acres are intended to accommodate the Grier Substation and associated transmission and distribution facilities. The proposed Grier Substation is generally located on the south half of the property, surrounded by a 12-foot-tall decorative masonry wall and 20-foot-wide security road around the perimeter of the wall. The site will be accessed through ingress and egress driveways off Grier Road.

Landscape buffers consisting of drought-tolerant vegetation, typical of the Sonoran Desert will be planted along the perimeter of the property. These landscape buffers effectively create a transition and soften the substation's impacts on neighboring properties (see **Appendix A: Existing TEP Substation Examples and Exhibits 22-24: Photo Simulations** below).

Drainage features in the form of retention basins and drainage canals are also located on all sides of the property (see Section III.F below for additional information)

Facilities within the wall consist of a grounding grid, static masts, an equipment shelter, a main transformer, current transformers, circuit breakers, H-frame structures, transmission line drop-in structures, pull boxes, switchgear, as well as overhead and buried primary and secondary power lines. H-frame structure heights would be between 50-60-feet tall. Drop-in structure and static mast heights would be approximately 75-feet tall.

Exhibit 21. Conceptual Site Plan



E. Proposed Topography

Portions of the site will require import of fill material to properly convey off-site runoff around the substation, while providing adequate drainage inside the substation and elevating the structural elements of the substation above the 500-year floodplain. While achieving these objectives is paramount, it is also the intent to have the substation blend with the neighboring properties and as such, the conceptual grading design will limit the amount of fill being imported to the east and north portions of the subject property, and certain infrastructure elements to be constructed within the interior of the substation (enclosed structures, electrical cabinets etc.). Based on a conceptual grading analysis, the security road will be elevated in the range of +/- two to three feet. The infrastructure within the perimeter of the wall will be elevated in the range of +/- one to two feet depending on the location within the subject property.

F. Proposed Hydrology

1. Drainage Concept

A review of the site topography determined that the subject property is recessed compared to the adjacent properties. The site does contain a small drainpipe located at the northwest corner which empties into the existing drainage canal. This pipe serves to provide positive drainage for the subject property.

The conceptual drainage design will account for these conditions and maintain historic flow paths. Off-site runoff entering from the east will be captured within a diversion channel located on the east side of the proposed access road. This flow will be conveyed north and then west and discharged into the existing pipe, which outfalls into an existing irrigation canal.

On-site runoff will be addressed by a combination of onsite water harvesting/retention, and surface water conveyance/diversion. The site was divided into the following four contributing areas (**Dev-1** thru **Dev-4**):

- **Dev-1**, which consists of the southern area of the subject property, outside of the concrete masonry unit (CMU) wall, will be drained to a water harvesting/retention basin located at the front of the property, between the two driveways. This flow will be fully retained within the shallow (depth = 9”) basin.
- **Dev-2** constitutes the developed area of the substation inside the CMU wall. The runoff from this area will drain to the west, exit through a series of openings in the wall and be discharged into a 20-foot-wide, 4:1 slope drainage corridor that will serve to both convey flow to the north and to some degree harvest the on-site runoff.
- **Dev-3** consists of the undeveloped area of the substation, north of Dev-2. This contributing area will be stabilized with DG. Dev-3 will be sloped such that the runoff will drain to the north. Runoff from Dev-3 will be discharged through a series of openings within the CMU wall into a shallow, approximately 40-foot-wide water harvesting/retention basin (depth = 9”) located outside of the wall to capture runoff. The basin will contain sufficient volume to accommodate the runoff from 100-year flood events.
- **Dev-4** consists of a diversion channel on the east side of the subject property and a drainage corridor on the west side of the subject property.
    - On the east side of Dev-4, a 20-foot-wide diversion channel will be constructed to collect the off-site runoff from the local watershed to the east. Runoff will flow north and then west through the diversion channel to the existing pipe.
    - On the west side of Dev-4, a 20-foot-wide drainage corridor, extending the length of the parcel will direct water to the north and to the west landscape buffer utilizing swales and contours to further retain runoff. For visual, see **Exhibit 22: Drainage Concept with Contributing Area.**

Exhibit 22. Drainage Concept with Contributing Area

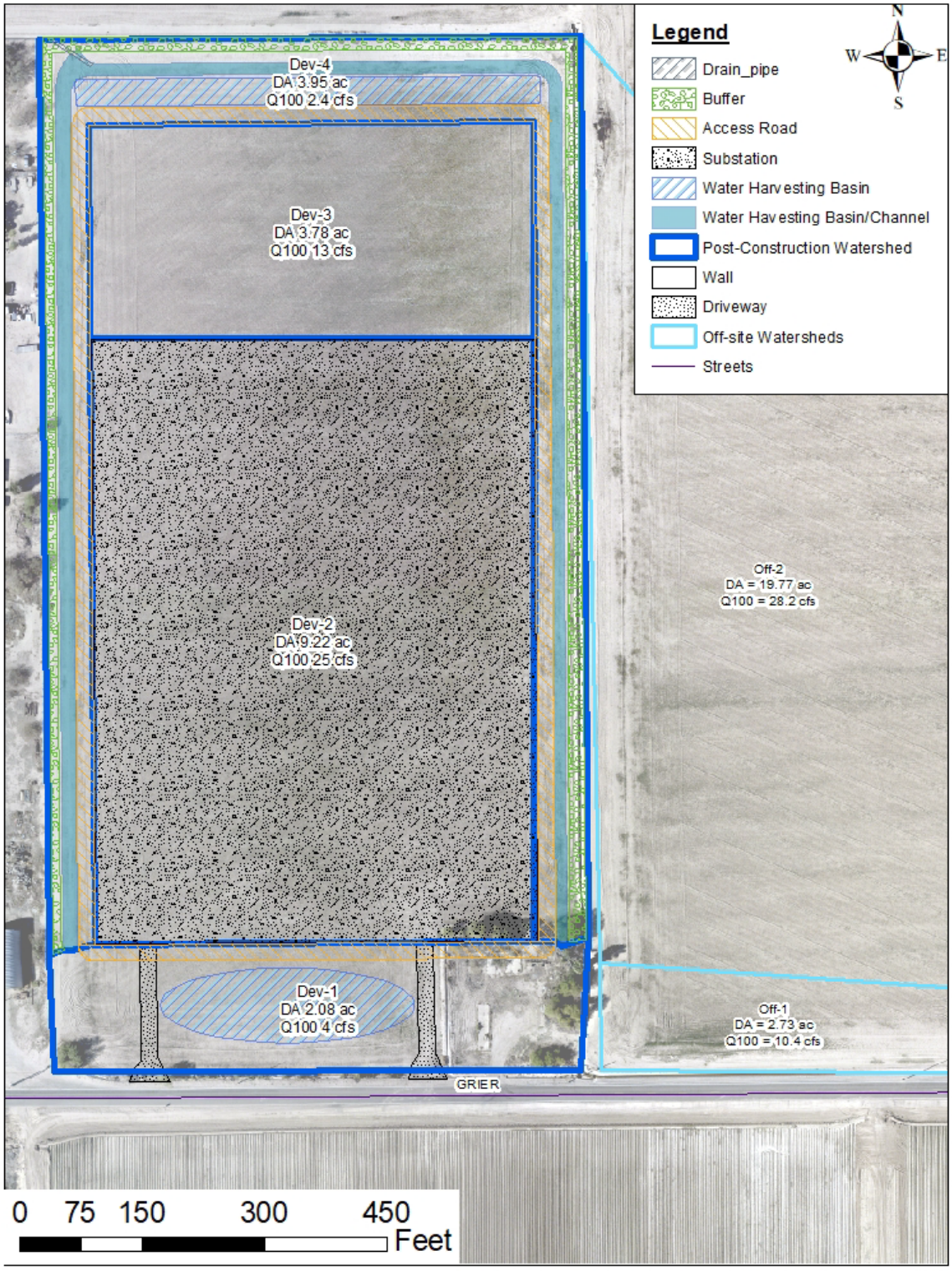


Table 5. Summary of Hydrologic Parameters: Off-site and On-site Watersheds (Existing Conditions)

Contributing Watershed	100-Rainfall Depth (inches)	Hydrologic Soil Type	Impervious Cover (%)	Basin Factor	Watershed Slope (%)	Runoff Coefficient 100-yr Event
Dev-1	*2.46*	*100% B*	*0*	*0.05*	*0.03*	*0.47*
Dev-2	*2.46*	*100% B*	*0*	*0.05*	*0.18*	*0.52*
Dev-3	*2.46*	*100% B*	*0*	*0.05*	*0.5*	*0.39*
Dev-4	*2.46*	*100% B*	*0*	*0.05*	*0.06*	*0.39*

Table 6. Summary of Hydrologic Analysis: Off-site and On-site Watersheds (Existing Conditions)

Contributing Watershed	Drainage Area (acres)	2-year Peak Discharge (cfs)	10-year Peak Discharge (cfs)	100-year Peak Discharge (cfs)
Dev-1	2.08	0.3	0.7	4
Dev-2	9.22	2.4	5.6	25
Dev-3	3.78	0.9	2.6	13
Dev-4	3.95	0.1	0.3	2.4

**cfs = cubic feet per second*

2. Conformance with Current Policies

FEMA FIRM Panel **04019C1010L** depicts the entire subject parcel as being located in Special Flood Hazard Zone X, meaning that the subject property is located within the 0.2% annual chance floodplain. Because the Marana Town Code Chapter 17-25-10 H.2 identifies the substation as a critical facility, the finished floor of buildings and equipment will be elevated 1-foot above the 500-year water surface elevation for the Santa Cruz River. The 500-year water surface will be determined from the effective FEMA model. In addition, the foundation of the CMU wall will be designed based on the potential scour associated with the 500-year event associated with Santa Cruz River. Adherence to these criteria will be illustrated on the Development Plan and the Drainage Report submitted to the Town of Marana for review and approval as part of the process for obtaining a Floodplain Use Permit.

The site does not contain any watercourses that could be considered Waters of the United States (WOTUS) as defined by the Clean Water Act (CWA) and as such the project will be compliant with Section 404 of the CWA. A Section 404 Compliance Statement may be required.

The site will be designed in accordance with TOM's current development standards. Pending approval of the proposed project, a Flood Plain Use Permit and FEMA Elevation Certificate will be acquired prior to construction. Additionally, it will be required that post-development 2-, 10-, and 100-year peak discharges are less than or equal to the pre-development discharges as stated during the pre-application process. It is recognized that individual improvements will be issued their own Floodplain Use Permit. TEP will conform to all TOM development requirements regarding development within a 500-year floodplain.

The subject parcel is on already-disturbed land due to continual agricultural use and a temporary home site. The development of a substation facility will be restricted to a portion of the site and will not disturb additional area outside of the subject property. Additionally, planting native vegetation and incorporating landscaped buffers around the site will recover some of the natural/pre-farm status.

3. Erosion Protection

The foundation of the CMU wall, and the structural elements within the substation will account for potential erosion from the 500-year flow event by extending the infrastructure below the scour depth calculated using the approved methodologies accepted by TOM and Pima County. It is anticipated that the minimum foundation extension will be 3 feet, per agency requirements. Fill pads used to elevate the various structures will be compacted to a minimum of 95% Standard Proctor (SP). In addition, should it be determined that the flow velocities exceed 3 feet-per-second (fps), the fill pads will be armored with rock riprap (Mean Rock Diameter 6 inches, thickness 1 foot, underlined with a Non-Woven Geotextile).

4. Effect on Offsite Properties

The proposed substation project will not adversely impact the adjacent properties. On the upstream (east) side, the elevated security road will be set a minimum of 35 feet inside the property line. This will account for the 15-foot landscape buffer and 20 additional feet to account for the diversion channel and fill slope for the access road. The diversion channel will be used to divert runoff generated from a 100-year storm event on the local watersheds described in Section 2.H.1.d.

On the downstream side (west), the on-site flow will be conveyed beneath the CMU wall via a series of openings at the base of the wall. The flow will be conveyed over the security road and into drainage corridor for water harvesting and flow conveyance. Runoff will be conveyed to an existing 18” pipe and will not be discharged onto the properties west of the subject property.

G. Vegetation

As the subject parcel has been converted to farmland, it has been mostly stripped of any native vegetation, apart from that growing within the irrigation canals that run along the edges of the subject property. The remaining vegetation on the parcel includes some herbaceous growth of native and non-native grasses and forbs and a lone fan palm tree (*Washingtonia* sp.). All existing vegetation on site will be cleared before construction activities begin.

As shown in **Exhibit 21: Conceptual Site Plan** above and **Exhibits 22-24: Photo Simulations** below, landscape buffers ranging from ten to 15 feet and consisting of native, drought-tolerant plant species and ground cover will be planted along Grier Road and the northern, eastern, and western property boundaries.

H. Wildlife

The site is adjacent to an important wildlife corridor along a portion of the Santa Cruz River, east of the Silver Bell Mountains. The development of a substation at this location will not affect wildlife movement through the corridor as there is no habitat or cover that currently exists on site. Habitat and cover for wildlife is restricted to directly within the floodplain and quickly transitions into agricultural farmland beyond the banks of the Santa Cruz River. Existing irrigation canals on site may provide habitat for burrowing owls (*Athene cunicularia*) and will be surveyed for before any construction activities occur, as recommended by the Tucson Field Office of the USFWS (**Appendix D**.) In addition to burrowing owls, the property is within the dispersal distance of known cactus ferruginous pygmy owl (*Glaucidium brasilianum cactorum*) nesting territories, however the subject parcel does not support the

appropriate habitat elements for continued occupancy. As such, no surveys are recommended for this species, per USFWS guidance (**Appendix D**.)

I. Viewsheds

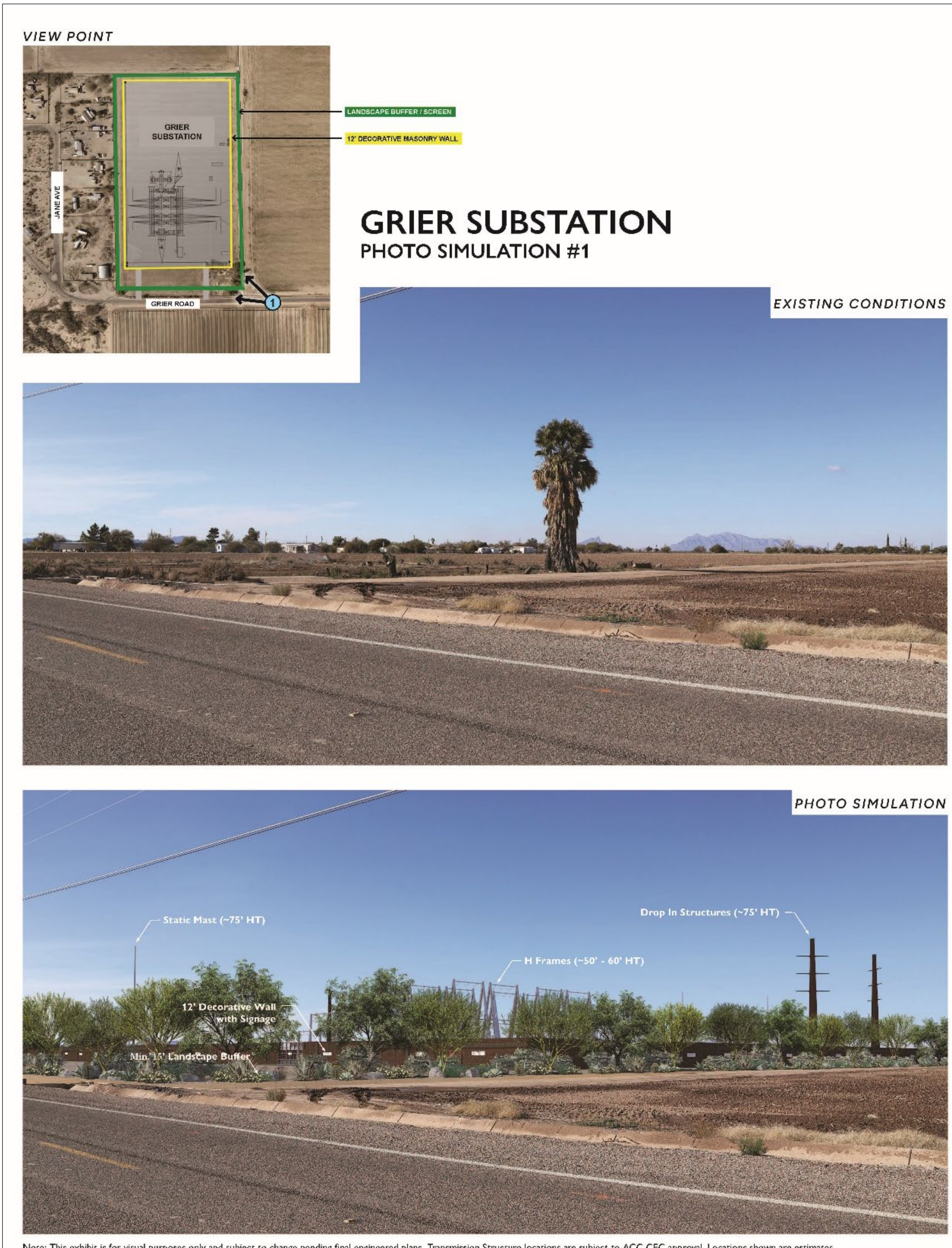
Views in the area would change. The proposed Grier Substation would be seen when travelling along Grier Road, from the adjacent residential properties to the west, and from adjacent agricultural fields to the north, east, and south. TEP completed photo simulations of the Grier Substation (see **Exhibit 23: Photo Simulation 1, Exhibit 24: Photo Simulation 2, and Exhibit 25: Photo Simulation 3**). Note that these simulations are for visual purposes only and subject to change pending final engineered plans. Transmission structure (drop-in structures) locations are subject to ACC approval and may change. Landscape pallet and plant placements are representative and subject to TOM review and approval. TEP makes every effort to work with neighbors to place trees in locations that soften the views of the substation.

Exhibit 23 depicts the proposed Grier Substation looking northwest from the south side of Grier Road. This simulation represents the view one would see travelling westbound on Grier Road, or from the adjacent agricultural fields. The residences seen in the existing conditions photo would no longer be visible. As can be seen in the photo simulation, the proposed Grier Substation has an aesthetically pleasing decorative masonry wall and native drought-tolerant landscape buffers that soften the substation in this rural setting.

Exhibit 24 depicts the proposed Grier Substation looking North from Grier Road. This simulation represents the view one would see travelling along Grier Road or looking from the agricultural fields to the north. The residences to the northwest and fields to the north would no longer be visible.

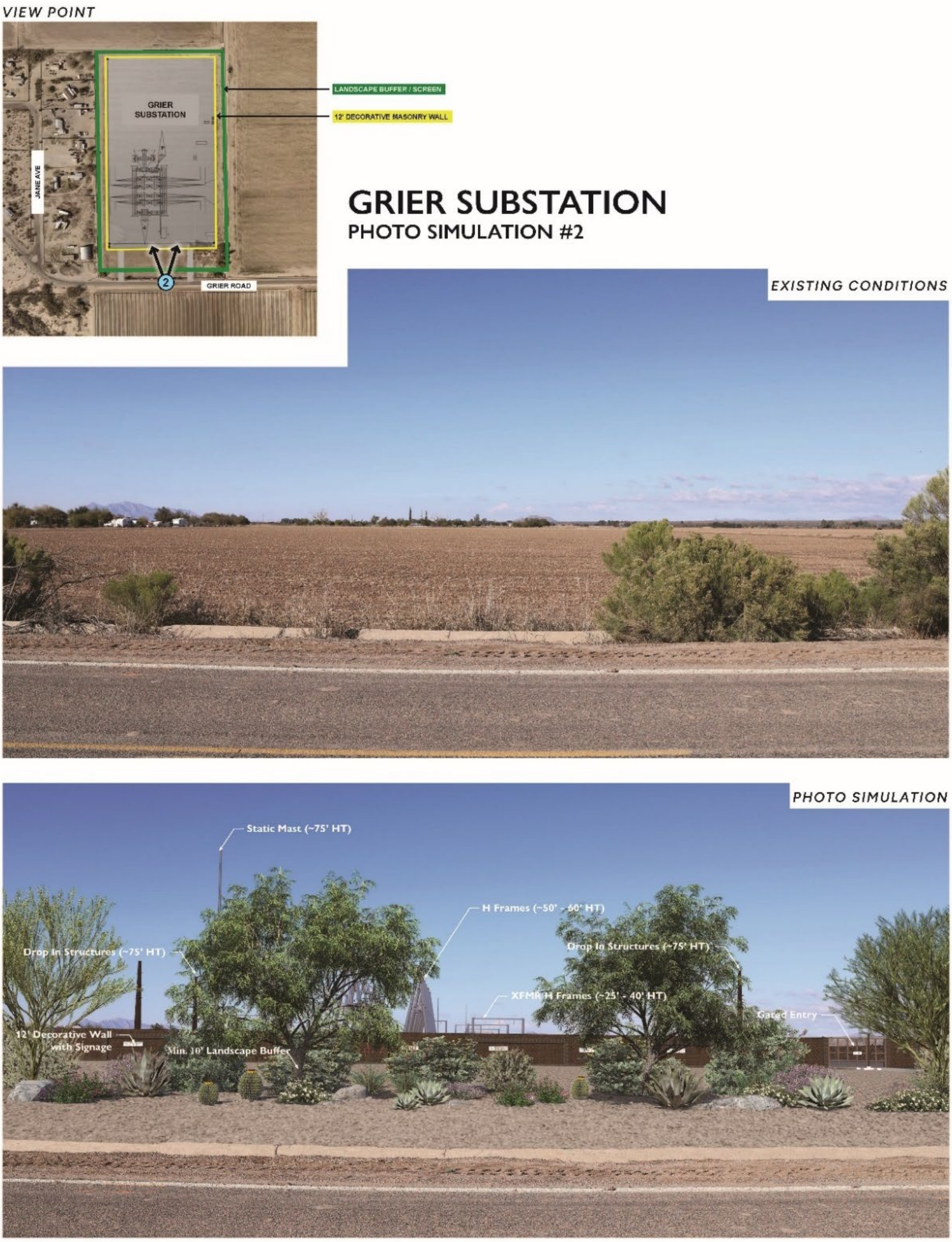
Exhibit 25 depicts the proposed Grier Substation looking East from the west property boundary and residences to the west. This is a closer-up view detailing the decorative masonry wall, access road, and landscaping.

Exhibit 23. Grier Substation Photo Simulation #1



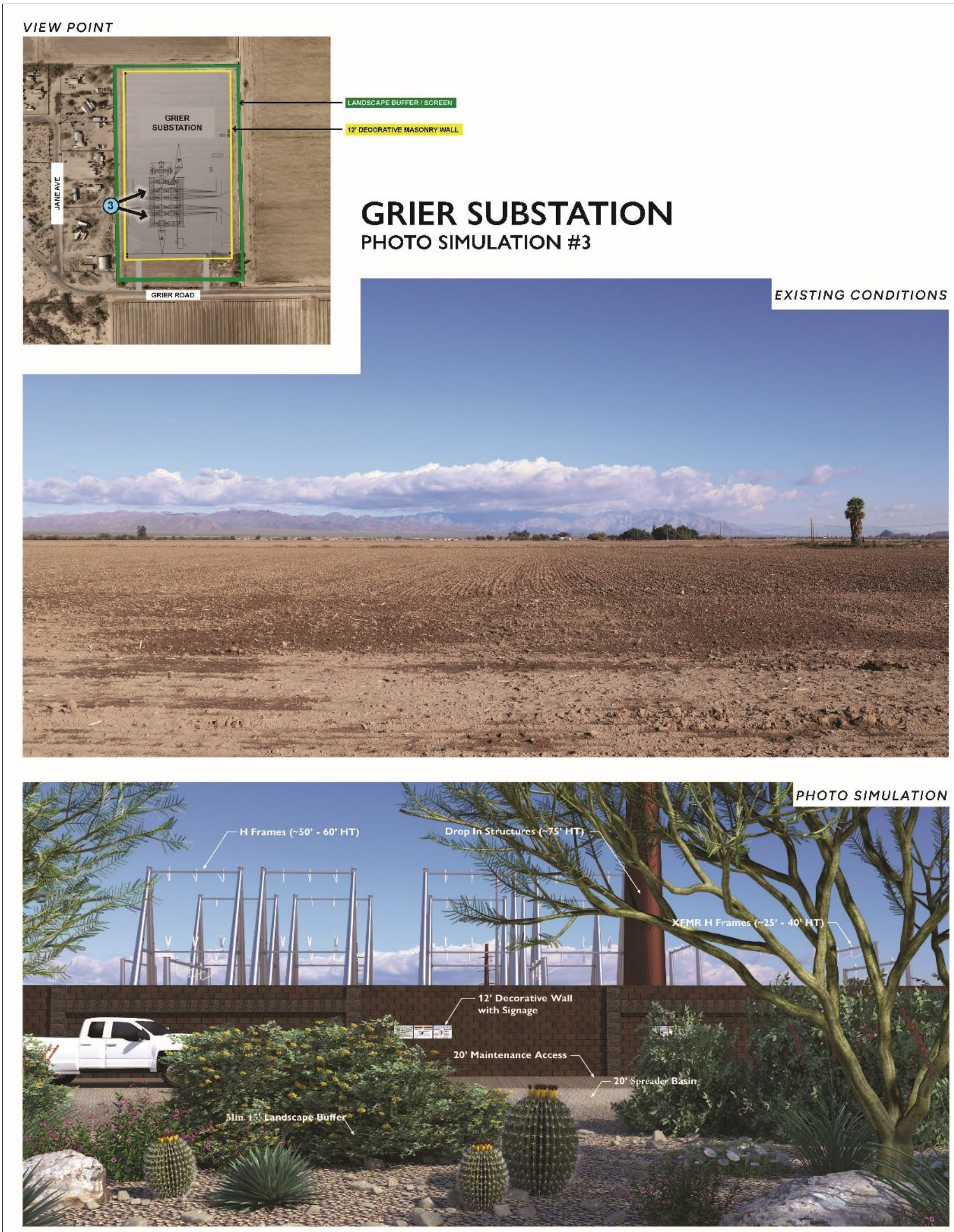
Note: This exhibit is for visual purposes only and subject to change pending final engineered plans. Transmission Structure locations are subject to ACC CEC approval. Locations shown are estimates.

Exhibit 24. Grier Substation Photo Simulation #2



Note: This exhibit is for visual purposes only and subject to change pending final engineered plans. Transmission Structure locations are subject to ACC CEC approval. Locations shown are estimates.

Exhibit 25. Grier Substation Photo Simulation #3



Note: This exhibit is for visual purposes only and subject to change pending final engineered plans. Transmission Structure locations are subject to ACC CEC approval. Locations shown are estimates.

J. Road Right-of-Way

Grier Road is located on the south boundary of the subject property and is identified by TOM as an existing arterial with a 60-foot right-of-way (**Appendix B: ALTA Survey**). Grier Road is identified in the General Plan as having a future right-of-way width of 150' (75' on each side of the section line). TEP will be conditioned to dedicate an additional 45' to TOM for public right-of-way. This future dedication is depicted on Exhibit 21: Conceptual Site Plan.

K. Traffic

Primary access will be from Grier Road. Ingress and egress driveways will be constructed as shown in **Exhibit 21: Conceptual Site Plan** above. No other roadway improvements or modifications are anticipated as a result of this project.

Once constructed, the proposed Grier Substation would generate very little traffic, and is expected to be less than that of the current agricultural use on the subject property. Daily trips to the subject property are limited and average 2-4 trips per month for inspection and maintenance.

L. Proposed Public Utilities

1. Water

Grier substation will not need to connect to the public water supply. Water would only be necessary for irrigation purposes. The subject property has Type 1 water rights, therefore TEP will either obtain water from CMID or drill a well.

2. Sewer

Grier Substation will not need to connect to the public sewer. The substation is unmanned.

3. Natural Gas

Grier Substation will not need to connect to natural gas service.

4. Electricity

Grier Substation is an electric substation and electricity needed for lighting and security would be powered by facilities built as part of the project.

5. Communication

TEP will install communication equipment as necessary to link the substation to their electric grid.

M. Public Service Impacts

1. Police

The Marana Police Department will serve the site. The nearest Marana Police Department facilities are at 11555 W. Civic Center Drive, approximately three miles east of the subject property.

2. Fire & Emergency Services

The site is within the Northwest Fire District boundary and is less than 3 miles east at Northwest Fire District Station #341, 13535 N. Marana Main Street. The Northwest Fire District also serves the adjacent residential properties. The subject parcel has not been annexed into the Northwest Fire District. TEP would initiate annexation prior to development of the substation.

3. Refuse

Grier Substation would not require refuse pickup services. Any refuse generated on site will be removed by TEP and disposed of.

4. Schools

The proposed land use would not impact schools in the project area.

5. Parks

The proposed land use would not impact parks in the project area.

6. CMID Canals

TEP met with CMID and it was confirmed that the canals on the east and north side of the subject property are CMID canals and that the canal along the south side of the subject property is owned by the landowner. It was determined that TEP will submit an application to CMID for the undergrounding of the CMID canals in compliance with the underground requirement codified in 17-6-4 of TOM code.

N. Recreation and Trails

The proposed land use would not impact existing recreation and trails in the project area. No recreation or trail opportunities would be provided as part of the substation development.

O. Cultural, Archaeological and Historic Resources

The subject property is currently being assessed for the presence of cultural, archaeological, and historic resources. TOM will be provided with a copy of the Class III survey report once it is complete. In the event any sites are discovered and determined to be A/NRHP-eligible, they would be mitigated through avoidance or as required by State law.

Appendix A – Examples of Existing TEP Substations

Photo 1. Orange Grove Substation at Orange Grove Rd. and La Cañada Dr., looking west.

Photo 2. Kino Substation at 36th Street and Campbell Ave., looking south.

Appendix B- ALTA Survey

GENERAL NOTES:

1. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE COMMITMENT FOR TITLE INSURANCE (TITLE REPORT) ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ISSUING OFFICE FIDELITY NATIONAL TITLE AGENCY INC., COMMITMENT AND ORDER No. FP50230500, AMENDMENT 5–DOC, COMMITMENT DATE DECEMBER 20, 2023. EASEMENTS AND ITEMS OF RECORD MAY BE LIMITED TO THOSE SHOWN ON THE NOTED TITLE REPORT. ANYONE HAVING AN INTEREST IN THE SUBJECT PROPERTY SHOULD OBTAIN A COPY OF THE NOTED TITLE REPORT AND REVIEW THE SCHEDULE B ITEMS.

2. THE BASIS OF ELEVATIONS FOR THIS PROJECT IS THE PIMA COUNTY DEPARTMENT OF TRANSPORTATION (PCDOT) BENCHMARK T11S–R11E–R03, BEING A CHISELED "X" AT THE SOUTH END OF A CONCRETE HEADWALL LOCATED APPROXIMATELY 33 FEET NORTH AND 13 FEET WEST OF THE SOUTH QUARTER CORNER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID ELEVATION BEING 1954.65 (NAVD–88) PER THE PCDOT DATA SHEET FOR SAID CONTROL POINT.

3. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID BEARING BEING SOUTH 00°28'52" EAST, AS SHOWN HEREON.

4. REFERENCES USED FOR THIS SURVEY INCLUDE, BUT MAY NOT BE LIMITED TO, THE FOLLOWING;
   GENERAL LAND OFFICE / BUREAU OF LAND MANAGEMENT PLSS RECORDS.
   PIMA COUNTY ROAD PROCEEDING No. 0113.
   (R1) BOOK 01, PAGE 267, MISCELLANEOUS SURVEYS (LS 15933, 1995).
   (R2) BOOK Z–2017, PAGE 237, MISCELLANEOUS SURVEYS (LS 4680, 1993).
   (R2) BOOK Z–2018, PAGE 223, MISCELLANEOUS SURVEYS (LS 4680, 1986).
   (R3) BOOK Z–2020, PAGE 733, MISCELLANEOUS SURVEYS (LS 4680, 1987).
   (R3) BOOK Z–2020, PAGE 958, MISCELLANEOUS SURVEYS (LS 4680, 1987).
   (R4)** BOOK 6, PAGE 61, RECORDS OF SURVEY (LS 11373, 1990).
   (R5) BOOK 31, PAGE 55, RECORDS OF SURVEY (LS 29873, 2003).
   (R6)** BOOK 36, PAGE 79, RECORDS OF SURVEY (LS 29873, 2004).
   (R6)** BOOK 77, PAGE 3, RECORDS OF SURVEY (LS 29873, 2010).
   (R7) BOOK 42, PAGE 18, RECORDS OF SURVEY (LS 25086, 2005).
   (R8) SEQUENCE No. 2023–0540040 MISCELLANEOUS SURVEYS (LS 37933, 2023).
   NOTE: REFERENCES FOLLOWED BY ** DENOTE SURVEYS THAT DO NOT USE THE SAME SOUTH LINE FOR SECTION 19 AS THIS SURVEY, SEE SURVEYORS NOTE.

5. ASSESSORS PARCEL NUMBERS (APN's), STREET NAMES, OWNERS NAMES AND ADDRESSES, IF SHOWN HEREON, ARE FROM THE PIMA COUNTY GIS WEBSITE, JANUARY 2, 2024.
   (ALTA/NSPS OPTIONAL TABLE ITEM No. 2 and No. 13)

6. FLOODPLAIN: PER THE LETTER OF MAP REVISION (LOMR) CASE No. 21–09–1382P, EFFECTIVE DATE AUGUST 18, 2023, THE SUBJECT PARCEL IS LYING WITHIN ZONE "X", DESCRIBED AS 0.2% ANNUAL FLOOD CHANCE HAZARD, AREAS OF 1% ANNUAL FLOOD CHANCE HAZARD WITH AVERAGE DEPTH OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE MILES.
   (ALTA/NSPS OPTIONAL TABLE ITEM No. 3)

7. THE TOTAL AREA FOR THE SUBJECT PROPERTY IS 19.5413 ACRES (851,220 SQUARE FEET), MORE OR LESS.
   (ALTA/NSPS OPTIONAL TABLE ITEM No. 4)

8. THE TOPOGRAPHY SHOWN HEREON IS BASED ON CLASSIC SURVEY AERIAL TOPOGRAPHIC METHODOLOGY USING AERIAL PHOTOGRAMETRY CONTROL SET BY PUTT LAND SURVEYING, INC., DECEMBER 2023.
   (ALTA/NSPS OPTIONAL TABLE ITEM No. 5)

9. THIS IS AN ABOVE GROUND SURVEY ONLY. ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
   (ALTA/NSPS OPTIONAL TABLE ITEM No. 11)

10. THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
    (ALTA/NSPS OPTIONAL TABLE ITEM No. 16)

11. PROPOSED CHANGES IN STREET RIGHT OF WAY LINES WAS NOT PROVIDED TO THE SURVEYOR. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
    (ALTA/NSPS OPTIONAL TABLE ITEM No. 17)

12. THERE ARE NO PLOTTABLE OFFSITE EASEMENTS CONTAINED IN THE TITLE REPORT FOR THIS PROJECT. THERE IS AN OFFISTE BLANKET EASEMENT (NON–PLOTTABLE) FOR THE PURPOSE OF ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM, AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN DOCKET 365, PAGE 113, SCHEDULE "B" ITEM No. 7, OVER THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19 (APPX 1320 FEET EAST OF THE SUBJECT PARCEL).
    (ALTA/NSPS OPTIONAL TABLE ITEM No. 18)

13. THE WORD "CERTIFY" OR "CERTIFICATION" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

14. THIS SURVEY WAS PERFORMED BY PAUL M. COTE', AZ RLS 50761, OR UNDER MY DIRECT SUPERVISION.

SURVEYORS NOTE:

THERE ARE TWO LOCATIONS FOR THE SOUTH QUARTER CORNER OF SECTION 19, HEREINAFTER REFERRED TO AS THE "SPETH QUARTER CORNER" (ACCEPTED PER THIS SURVEY) AND THE "HANSEN QUARTER CORNER" (NOT ACCEPTED PER THIS SURVEY).

PER BOOK 6, PAGE 61, RECORDS OF SURVEY (LS 11373, 1990), THE HANSEN QUARTER CORNER APPEARED FIRST, AND WAS SET ON A STRAIGHT LINE FROM THE SOUTHEAST CORNER OF SECTION 19 TO A CALCULATED SOUTHWEST CORNER OF SECTION 19. THE CALCULATED SOUTHWEST SECTION CORNER WAS NOT SET, BUT THE HANSEN QUARTER CORNER WAS SET AS A PART OF BOOK 6, PAGE 61, RECORDS OF SURVEY. IT IS IMPORTANT TO NOTE THAT THE HANSEN QUARTER CORNER WAS CALCULATED IN ORDER TO FURTHER SUBDIVIDE THE SECTION, BUT WAS NOT SET AS A PROPERTY CORNER FOR THAT SURVEY.

FIVE YEARS LATER, THE SPETH QUARTER CORNER WAS SET AT A POSITION 2.9 FEET SOUTH BY 0.7 FEET EAST OF THE HANSEN QUARTER CORNER AS SHOWN IN BOOK 1, PAGE 267, MISCELLANEOUS RECORDS (LS 15933, 1995). IN SAID BOOK 1, PAGE 267, MISCELLANEOUS RECORDS, THE SURVEYOR SPECIFICALLY STATES THE REASONING FOR NOT ACCEPTING THE HANSEN QUARTER CORNER (SEE GENERAL NOTE 8 THEREIN).

THIS SURVEY HONORS THE SPETH QUARTER CORNER EVEN THOUGH IT CAME INTO EXISTENCE AFTER THE HANSEN QUARTER CORNER BECAUSE:

A. BOOK 1, PAGE 267, MISCELLANEOUS RECORDS EXPLAINS THE REASONING FOR SETTING THE SPETH QUARTER CORNER TO THIS SURVEYORS SATISFACTION.
B. BOOK Z–2018, PAGE 223, MISCELLANEOUS SURVEYS (LS 4680, 1986), BOOK Z–2020, PAGE 733, MISCELLANEOUS SURVEYS (LS 4680, 1987) AND BOOK Z–2020, PAGE 958, MISCELLANEOUS SURVEYS (LS 4680, 1987) ALL PRE–DATE THE HANSEN QUARTER CORNER AND SUBDIVIDED PROPERTIES IN THE SOUTHWEST QUARTER OF SECTION 19 AND MATHEMATICALLY MATCH THE LOCATION OF THE SPETH QUARTER CORNER. BOOK Z–2017, PAGE 237, MISCELLANEOUS SURVEYS (LS 4680, 1993) FURTHER SUBDIVIDED PROPERTIES IN THE SOUTHWEST QUARTER OF SECTION 19 THAT MATHEMATICALLY MATCH THE LOCATION OF THE SPETH QUARTER CORNER.
C. THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 19 IS MONUMENTED AS SHOWN HEREON AND THE LOCATION OF THESE MONUMENTS BEST FIT THE SPETH QUARTER CORNER LOCATION.
D. THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 19 IS MONUMENTED AS SHOWN HEREON, AND THE LOCATION OF THESE MONUMENTS BEST FIT THE SPETH QUARTER CORNER LOCATION.

TITLE REPORT LEGAL DESCRIPTION:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY.

EXCEPT ANY PORTION THEREOF LYING WITHIN GRIER ROAD, TRICO – MARANA ROAD, AND AVRA ROAD.

SCHEDULE B EXCEPTIONS:

THE FOLLOWING SURVEY RELATED ITEMS ARE REFERENCED AS SCHEDULE B EXCEPTIONS IN THE AFOREMENTIONED TITLE REPORT:

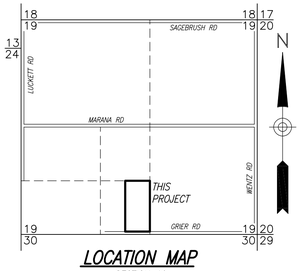
1. NOT SURVEY RELATED.
2. NOT SURVEY RELATED
3. NOT SURVEY RELATED.
4. RESERVATIONS CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED IN BOOK 52 OF DEEDS, PAGE 375.
   (NOT GRAPHICALLY PLOTTABLE – AFFECTS SUBJECT PARCEL)
5. NOT SURVEY RELATED.
6. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED CONTRACT FOR THE SALE OF REAL ESTATE, RECORDED IN DOCKET 60, PAGE 522.
   (NOT GRAPHICALLY PLOTTABLE – SAID DOCUMENT SUBJECT TO VARIOUS NON–GRAPHICALLY PLOTTABLE ITEMS AND SUBJECT TO BOOK 107 OF MISCELLANEOUS RECORDS, PAGE 151, EASEMENTS LISTED IN SCHEDULE "B" ITEM No. 7, BELOW – SEE DOCUMENT FOR PARTICULARS – AFFECTS SUBJECT PARCEL)
7. RIGHT OF WAY FOR CANALS, WELLS SITES AND EASEMENTS, RECORDED IN BOOK 107 OF MISCELLANEOUS RECORDS, PAGE 151.
   (EASEMENTS ON OR ADJACENT TO THE SUBJECT PARCEL, LATERAL No. 8 and LATERAL No. 8, SUB LATERAL No. 2, SHOWN HEREON)
8. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED NON–EXCLUSIVE RIGHT OF WAY USE LICENSE FOR PUBLIC UTILITY FACILITIES, RECORDED IN SEQUENCE No. 2022–2690037.
   (RIGHT OF WAYS SHOWN HEREON)
9. ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.
   (NOT GRAPHICALLY PLOTTABLE)
10. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION AND/OR BY A CORRECT ALTA/ACSM LAND TITLE SURVEY OF SAID LAND.
    (THIS IS AN ALTA/NSPS LAND TITLE SURVEY OF SAID LAND)

CERTIFICATION:

TO FIDELITY NATIONAL TITLE INSURANCE COMPANY; to TUCSON ELECTRIC POWER COMPANY, AN ARIZONA CORPORATION; and to CORTARO FARMS LIMITED, AN ARIZONA LIMITED PARTNERSHIP:

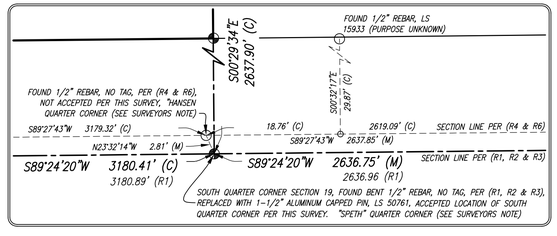
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 11(a), 11(b), 13, 16, 17, 18 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 12, 2024.

JANUARY 23, 2024
PAUL M. COTE, ARIZONA, R.L.S.
ARIZONA REGISTRATION No. 50761

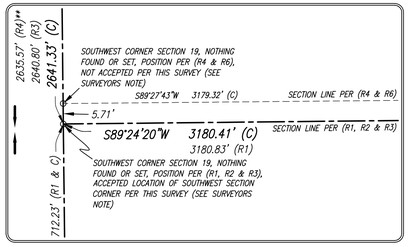


LOCATION MAP
SECTION 19
TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA & SALT RIVER MERIDIAN
PIMA COUNTY, ARIZONA
SCALE: 1"=1 MILE

SEE DETAIL "A"



SEE DETAIL "B"



SHEET INDEX

SHEET 1: GENERAL NOTES, DETAILS
SHEET 2: BOUNDARY
SHEET 3: TOPOGRAPHY

NO.	REVISION
1	JANUARY 26, 2024. ADDED SMALL GREEN BLUESTAKING NEAR SOUTHEAST CORNER OF SUBJECT PARCEL, ADDED CMP AND DROP INLET INFORMATION AT NORTHWEST END OF PARCEL. AFFECTS SHEET THREE ONLY.
2	JANUARY 30, 2024. PLOTTED SMALL GREEN BLUESTAKING NEAR SOUTHEAST CORNER OF SUBJECT PARCEL (FAILED TO PLOT IN REVISION 1). AFFECTS SHEET THREE ONLY.

ALTA/NSPS LAND TITLE SURVEY
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19
TOWNSHIP 11 SOUTH, RANGE 11 EAST,
GILA AND SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

PLS PUTT LAND SURVEYING, INC.
4817 EAST FIFTH STREET, TUCSON, ARIZONA, 85711
TELEPHONE: (520) 790–8373 FAX: (520) 512–8373

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50761
PAUL M.
COTE
1/23/24
DATE SIGNED
ARIZONA, U.S.A.

DESIGNED:	N/A
DRAWN:	PMC
CHECKED:	DLP
DATE:	1/23/24
JOB No.	23–169

1 of 3

NOTICE OF DRAWING AUTHORIZATION: THIS DRAWING IS A COPYRIGHT PROTECTED DOCUMENT PRODUCED BY COMPUTER AIDED DESIGN AND DRAFTING TECHNIQUES. MULTIPLE AND/OR UNAUTHORIZED COPIES OF DRAWING DATA FILES MAY EXIST. ANY USE, REUSE OR MODIFICATION OF THE DRAWING OR ITS DATA FILES WITHOUT THE APPROPRIATE AUTHORIZED, SIGNED REGISTERED LAND SURVEYOR SEAL AND WRITTEN VERIFICATION BY PUTT LAND SURVEYING IS PROHIBITED AND WILL BE AT THE USER'S RISK AND FULL LEGAL RESPONSIBILITY.

NORTH QUARTER CORNER SECTION 19, FOUND 2" OPEN IRON PIPE w/ 60d NAIL IN CENTER

NORTHEAST CORNER SECTION 19, FOUND 2" BRASS CAP SURVEY MONUMENT

N89°20'58"E 2637.46' (M)
2637.56' (R8)

N00°29'11"W 2632.32' (C)

S00°28'57"E 2636.46' (R8 & M)
2636.39' (R7)

WEST QUARTER CORNER SECTION 19, FOUND 3-1/4" ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP SURVEY MONUMENT IN CASTING

MARANA ROAD

3186.47' (R3)
S89°28'03"W 3186.35' (C)

CENTER QUARTER SECTION 19, NOTHING FOUND OR SET
30.00' (R3 & M)
FOUND 1/2" REBAR, LS 4680 (ALSO FOUND 1/2" REBAR, LS 35543, 0.20' NORTH, DID NOT ACCEPT)

2537.17' (R3)
S89°26'21"W 2637.28' (C)

EAST QUARTER CORNER SECTION 19, FOUND 3-1/4" ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP SURVEY MONUMENT IN CASTING

N00°36'56"W 714.92' (M)

100' 0' 100' 200'
SCALE: 1 INCH = 100 FEET

LEGEND:

- (R) RECORD BEARING AND/OR DISTANCE, PER GENERAL NOTE REFERENCES
- (M) MEASURED BEARING AND/OR DISTANCE
- (C) CALCULATED BEARING AND/OR DISTANCE
- FOUND SECTION CORNER, AS NOTED
- FOUND PROPERTY CORNER, AS NOTED
- SET 1-1/2" ALUMINUM CAPPED PIN, RLS 50761
- CALCULATED POINT, NOTHING FOUND OR SET
- PROJECT BENCHMARK
- SECTION LINE
- MISCELLANEOUS MATHEMATICAL LINE (SHOWN FOR REFERENCE ONLY)
- PROPERTY LINE
- EASEMENT LINE
- 217-23-026A ASSESSOR'S PARCEL NUMBER, PER PIMA COUNTY GIS WEBSITE

EAST QUARTER CORNER SECTION 24, FOUND 1/2" REBAR, NO TAG, IN PAVEMENT

1320.58' (C)
1320.40' (R3)

605.66' (C)

2640.80' (R3) 2635.57' (R4)** 2641.33' (C)

1080.07' (R3)
1079.95' (M)

FOUND 1/2" REBAR, LS 35543

1319.36' (R3)
1319.19' (C)

209.29' (R3)
209.24' (M)

2637.90' (C)

217-23-013C
U & M LLC
<no situs address>

3182.89' (R3)
N89°26'32"E 3182.99' (C)

15.00'

FOUND MASONRY NAIL w/ ILLEGIBLE TAG
2218.08' (C)
30.29' (C) 30.00' (R3)

FOUND 1/2" REBAR, LS 4680
274.22' (C)
273.80' (R2)
10.00' (R2 & C)

FOUND 5/8" REBAR, NO TAG, ADDED TAG, LS 50761

660.40' (M)

15.00' CANAL EASEMENT (LATERAL No. 8, SUB LATERAL No. 2), PER BOOK 107 OF MISCELLANEOUS RECORDS, PAGE 151, SCHEDULE "B" ITEM No. 7

FOUND 1" OPEN IRON PIPE, NO TAG, ADDED TAG, LS 50761

1318.71' (M)

S00°29'34"E

217-23-0300
PAYNE CHRISTOPHER GARY
13748 N JANE AVE

217-23-0290
MC ELHANNON STEVEN D & SANDRA LEE
13742 N JANE AVE

JANE AVENUE

799.78' (M)
799.91' (R2)

810.12' (R2)
810.03' (M)

217-23-0280
PROBST WILLIAM S & LISA L
13720 N JANE AVE

217-23-0270
ERNST RICK JAMES
13700 N JANE AVE

1319.71' (R2)
1319.31' (C)

NO0°31'50"W

217-23-026B
THORNTON B ELAINE
13672 N JANE AVE

1289.14' (C) PROPERTY LINE

NO0°30'39"W 1319.14' (C)
1319.69' (R2)

273.80' (R2)
273.94' (M)

FOUND 1/2" REBAR, LS 4680

FOUND 1/2" REBAR, LS 4680

260.58' (R2)
260.73' (M)

217-23-026A
PETERS GERALD D & SHARON K
13612 N JANE AVE

260.73' (M)
260.61' (R2)

273.80' (R2)
273.85' (M)

FOUND 1/2" REBAR, LS 4680

FOUND 1/2" REBAR, LS 4680

159.10' (R2)
159.33' (M)

248.80' (C)
249.10' (R2)

FOUND 1" OPEN IRON PIPE, NO TAG

90.00' (R2)
89.05' (C)

217-23-0310
CORTARO FARMS LTD
<no situs address>
±19.5413 acres
(±851,220 sq ft)

SEE SHEET 3 FOR TOPOGRAPHY

217-23-0320
CORTARO FARMS LTD
13396 W GRIER RD

15.00' CANAL EASEMENT (LATERAL No. 8, SUB LATERAL No. 2), PER BOOK 107 OF MISCELLANEOUS RECORDS, PAGE 151, SCHEDULE "B" ITEM No. 7, THIS NORTH-SOUTH PORTION OF THE 15.00' CANAL EASEMENT IS APPROXIMATELY 15 FEET EAST OF THE EXISTING CONCRETE IRRIGATION DITCH IT APPEARS TO HAVE BEEN MEANT TO COVER (POSSIBLE BAD LEGAL DESCRIPTION?), SEE SHEET 3

15.00'

WENTZ ROAD

S00°28'52"E BASIS OF BEARINGS 2636.34' (R7 & M)

PUBLIC RIGHT OF WAY LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 19 IS ALSO A NON-EXCLUSIVE RIGHT OF WAY FOR WATER DISTRIBUTION FACILITIES, PER SEQUENCE No. 2022-2690037 (SCHEDULE "B" ITEM No. 8)

THE 30.00' PORTION OF RIGHT OF WAY LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 19 IS ALSO A NON-EXCLUSIVE RIGHT OF WAY FOR WATER DISTRIBUTION FACILITIES, PER SEQUENCE No. 2022-2690037 (SCHEDULE "B" ITEM No. 8)

PROJECT BENCHMARK
ELEV:1954.65 (NAVD-88)
CHISELED "X", SOUTH END OF A CONCRETE HEADWALL

25.00' CANAL EASEMENT (LATERAL No. 8), PER BOOK 107 OF MISCELLANEOUS RECORDS, PAGE 151, SCHEDULE "B" ITEM No. 7

30.00' RIGHT OF WAY, PER ROAD PROCEEDING No. 113

SOUTHEAST CORNER SECTION 19, FOUND 2" BRASS CAP SURVEY MONUMENT

SOUTHWEST CORNER SECTION 19, NOTHING FOUND OR SET, POSITION PER (R1)
SEE DETAIL "B", SHEET 1

FOUND 1/2" REBAR, LS 4680

273.80' (R2)
273.77' (C)

30.00' (C) 30.00' 660.42' (C) S89°24'20"W 660.42' (C) 30.00' (C)

GRIER ROAD

25.00'
30.00'

2246.22' (C)
934.19' (M)
30.00'
S89°24'20"W 2636.75' (M) 2636.96 (R1)

S89°24'20"W 3180.41' (C)
3180.83' (R1)

712.23' (R1 & C)

SOUTH QUARTER CORNER SECTION 19, FOUND BENT 1/2" REBAR, NO TAG, PER (R1), REPLACED WITH 1-1/2" ALUMINUM CAPPED PIN, LS 50761
SEE DETAIL "A", SHEET 1

30.00' RIGHT OF WAY, PER ROAD PROCEEDING No. 113

SOUTHEAST CORNER SECTION 24, FOUND 1-1/2" ALUMINUIM CAPPED PIN, LS 15933 (BENT, LOCATED BASE)

2637.90' (R1)
2638.66' (R5)
NO0°37'26"W 2638.64' (M)
1320.75' (C)
1320.40' (R3)

SHEET INDEX

SHEET 1: GENERAL NOTES, DETAILS
SHEET 2: BOUNDARY
SHEET 3: TOPOGRAPHY

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DESIGNED:	N/A
DRAWN:	PMC
CHECKED:	DLP
DATE:	1/23/24
JOB No.	23-169

2 of 3

REGISTERED LAND SURVEYOR
CERTIFICATE No. 50761
PAUL M. COTE
Date Signed 1/23/24
ARIZONA, U.S.A.

PUTT LAND SURVEYING, INC.
4817 EAST FIFTH STREET, TUCSON, ARIZONA, 85711
TELEPHONE: (520) 790-8373 FAX: (520) 512-8373

ALTA/NSPS LAND TITLE SURVEY
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19
TOWNSHIP 11 SOUTH, RANGE 11 EAST,
GILA AND SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

NO.	REVISION
1	JANUARY 26, 2024. ADDED SMALL GREEN BLUESTAKING NEAR SOUTHEAST CORNER OF SUBJECT PARCEL, ADDED CMP AND DROP INLET INFORMATION AT NORTHWEST END OF PARCEL. AFFECTS SHEET THREE ONLY.
2	JANUARY 30, 2024. PLOTTED SMALL GREEN BLUESTAKING NEAR SOUTHEAST CORNER OF SUBJECT PARCEL (FAILED TO PLOT IN REVISION 1). AFFECTS SHEET THREE ONLY.

May 21, 2024

217-23-013C
U & M LLC
<no situs address>

217-23-0300
PAYNE CHRISTOPHER GARY
13748 N JANE AVE

217-23-0290
MC ELHANNON STEVEN D & SANDRA LEE
13742 N JANE AVE

217-23-0280
PROBST WILLIAM S & LISA L
13720 N JANE AVE

217-23-0270
ERNST RICK JAMES
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217-23-026B
THORNTON B ELAINE
13672 N JANE AVE

217-23-026A
PETERS GERALD D & SHARON K
13612 N JANE AVE

217-23-0310
CORTARO FARMS LTD
<no situs address>
±19.5413 acres
(±851,220 sq ft)

217-23-0320
CORTARO FARMS LTD
13396 W GRIER RD

1 18" CMP, NW INV: 1946.0, SE INV: 1946.4, SMALL BRICK DROP INLET, SOUTHEAST END

FOUND 5/8" REBAR, NO TAG, ADDED TAG, LS 50761

15.00'

N89°26'32"E 660.40' (M)

15.00' CANAL EASEMENT (LATERAL No. 8, SUB LATERAL No. 2), PER BOOK 107 OF MISCELLANEOUS RECORDS, PAGE 151, SCHEDULE "B" ITEM No. 7

CONCRETE IRRIGATION DITCH

CONCRETE IRRIGATION JUNCTION STRUCTURE

24" CMP

FOUND 1" OPEN IRON PIPE, NO TAG, ADDED TAG, LS 50761

Vegetation Ground Obscured

NO FENCE ALONG THIS PARCEL

CONCRETE IRRIGATION DITCHES ON THE SUBJECT PARCEL MAY SERVICE OTHER PARCELS

CHAIN LINE FENCE ON EAST SIDE OF THIS PROPERTY: ±0.6' to ±0.9' WEST OF PROPERTY LINE

GATE

CHAIN LINK FENCE ON EAST SIDE OF THIS PROPERTY: ±0.9' WEST OF PROPERTY LINE

NO FENCE ALONG THIS PARCEL

N00°30'39"W 1289.14' (C)

WIRE FENCE ON EAST SIDE OF THIS PROPERTY: ±0.3' to ±0.9' WEST OF PROPERTY LINE

FOUND 1/2" REBAR, LS 4680

FENCE POSTS ONLY (NO FENCE) ALONG THIS PARCEL

CONCRETE IRRIGATION DITCHES ON THE SUBJECT PARCEL MAY SERVICE OTHER PARCELS

THIS CONCRETE IRRIGATION DITCH IS ±15' WEST OF THE CANAL EASEMENT

S00°29'34"E 1288.71' (C)

15.00'

15.00' CANAL EASEMENT (LATERAL No. 8, SUB LATERAL No. 2), PER BOOK 107 OF MISCELLANEOUS RECORDS, PAGE 151, SCHEDULE "B" ITEM No. 7, THIS NORTH-SOUTH PORTION OF THE 15.00' CANAL EASEMENT IS APPROXIMATELY 15 FEET EAST OF THE EXISTING CONCRETE IRRIGATION DITCH IT APPEARS TO HAVE BEEN MEANT TO COVER (POSSIBLE BAD LEGAL DESCRIPTION?)

CONCRETE IRRIGATION DITCHES ON THE EAST, SOUTHEAST AND SOUTH PORTION OF THE SUBJECT PARCEL, WHETHER WITHOUT EASEMENTS OR OUTSIDE OF EXISTING EASEMENTS, APPEAR IN THE 1998 PAG AERIAL IMAGERY

CONCRETE IRRIGATION DITCH

1 2 SMALL PIECE OF GREEN BLUESTAKING (SEWER?)

CONCRETE

CONCRETE IRRIGATION DITCH CROSSES PROPERTY LINE HERE

PROJECT BENCHMARK
ELEV:1954.65 (NAVD-88)
CHISELED "X", SOUTH END OF A CONCRETE HEADWALL

CONCRETE IRRIGATION DITCHES ON THE SUBJECT PARCEL MAY SERVICE OTHER PARCELS

NO EASEMENT WAS FOUND FOR THE CONCRETE IRRIGATION DITCHES ALONG THE SOUTH AND SOUTHEAST PORTION OF THE SUBJECT PARCEL

THE 30.00' PORTION OF RIGHT OF WAY LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 19 IS ALSO A NON-EXCLUSIVE RIGHT OF WAY FOR WATER DISTRIBUTION FACILITIES, PER SEQUENCE No. 2022-2690037 (SCHEDULE "B" ITEM No. 8)

FOUND 1" OPEN IRON PIPE, NO TAG

THIS LINE OF BLUESTAKING MARKED "ABD" (ABANDONED?)

THIS LINE OF BLUESTAKING MARKED "ABD" (ABANDONED?)

CONCRETE IRRIGATION DITCH

BADLY DAMAGED COMMUNICATION PEDESTAL

18" CMP

CONCRETE SLAB OVER IRRIGATION

25.00' CANAL EASEMENT (LATERAL No. 8), PER BOOK 107 OF MISCELLANEOUS RECORDS, PAGE 151, SCHEDULE "B" ITEM No. 7

25.00' 30.00' RIGHT OF WAY, PER ROAD PROCEEDING No. 113

30.00'

S89°24'20"W 660.42' (C)

GRIER ROAD

CONCRETE IRRIGATION JUNCTION STRUCTURE

30.00'

30.00' RIGHT OF WAY, PER ROAD PROCEEDING No. 113

30.00' RIGHT OF WAY, PER ROAD PROCEEDING No. 113

SOUTH QUARTER CORNER SECTION 19, FOUND BENT 1/2" REBAR, NO TAG, PER (R1), REPLACED WITH 1-1/2" ALUMINUM CAPPED PIN, LS 50761
SEE DETAIL "A", SHEET 1

50' 0' 50' 100'

SCALE: 1 INCH = 50 FEET
CONTOUR INTERVAL = 1 FOOT

LEGEND:

- (R) RECORD BEARING AND/OR DISTANCE, PER GENERAL NOTE REFERENCES
- (M) MEASURED BEARING AND/OR DISTANCE
- (C) CALCULATED BEARING AND/OR DISTANCE
- FOUND SECTION CORNER, AS NOTED
- FOUND PROPERTY CORNER, AS NOTED
- SET 1-1/2" ALUMINUM CAPPED PIN, RLS 50761
- CALCULATED POINT, NOTHING FOUND OR SET
- PROJECT BENCHMARK
- GROUND LOCATED UTILITY POLE
- GROUND LOCATED COMMUNICATION PEDESTAL
- SECTION LINE
- MISCELLANEOUS MATHEMATICAL LINE (SHOWN FOR REFERENCE ONLY)
- PROPERTY LINE
- OHU — OHU — CENTERLINE (POLE TO POLE) GROUND IDENTIFIED OVERHEAD UTILITY LINE(s)
- COMM — COMM — UNDERGROUND COMMUNICATION, PER ORANGE BLUESTAKE (MARKED "CTL")
- 217-23-026A ASSESSOR'S PARCEL NUMBER, PER PIMA COUNTY GIS WEBSITE

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DESIGNED:	N/A
DRAWN:	PMC
CHECKED:	DLP
DATE:	1/23/24
JOB No.	23-169

3 of 3

REGISTERED LAND SURVEYOR
CERTIFICATE No. 50761
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Date Signed 1/23/24
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May 21, 2024

Appendix C- Arizona Game & Fish Environmental Online Review Tool Report

Arizona Environmental Online Review Tool Report

Arizona Game and Fish Department Mission
To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

Project Name:
Grier Substation

Project Description:
Re-zoning and substation

Project Type:
Energy Storage/Production/Transfer, Energy Transfer, substation

Contact Person:
Gerald Berthelette

Organization:
Sonoran Land Resources

On Behalf Of:
OTHER

Project ID:
HGIS-20428

Please review the entire report for project type and/or species recommendations for the location information entered. Please retain a copy for future reference.

Disclaimer:

1. This Environmental Review is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
2. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. This review is also not intended to replace environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the Departments review of site-specific projects.
3. The Departments Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. HDMS data contains information about species occurrences that have actually been reported to the Department. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. Arizona Wildlife Conservation Strategy (AWCS), specifically Species of Greatest Conservation Need (SGCN), represent potential species distribution models for the State of Arizona which are subject to ongoing change, modification and refinement. The status of a wildlife resource can change quickly, and the availability of new data will necessitate a refined assessment.

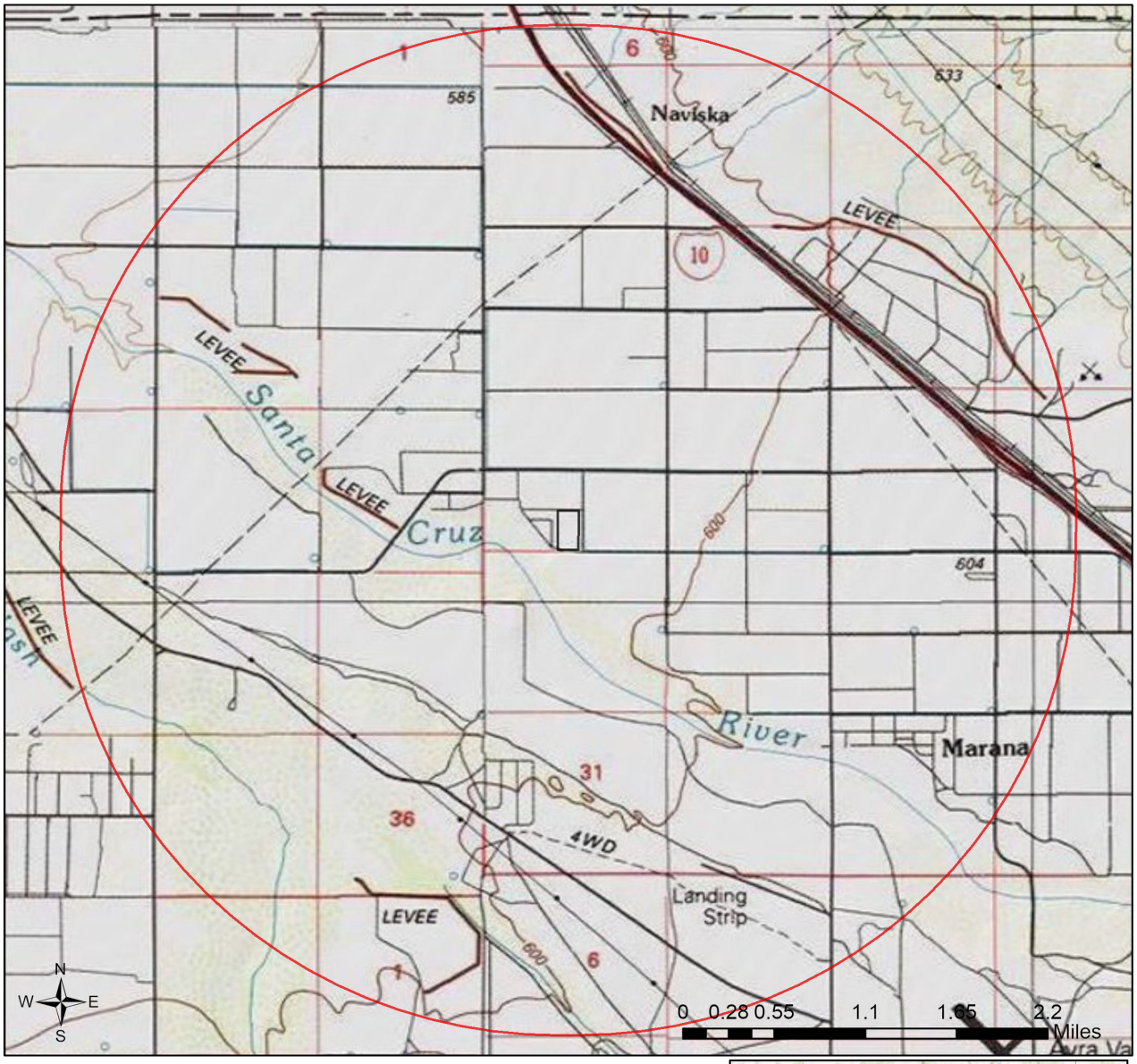
Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Recommendations Disclaimer:

1. The Department is interested in the conservation of all fish and wildlife resources, including those species listed in this report and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
2. Recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation).
3. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project. These recommendations are preliminary in scope, designed to provide early considerations on all species of wildlife.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. Further coordination with the Department requires the submittal of this Environmental Review Report with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map). Once AGFD had received the information, please allow 30 days for completion of project reviews. Send requests to:
   Project Evaluation Program, Habitat Branch
   Arizona Game and Fish Department
   5000 West Carefree Highway
   Phoenix, Arizona 85086-5000
   Phone Number: (623) 236-7600
   Fax Number: (623) 236-7366
   Or
   PEP@azgfd.gov
6. Coordination may also be necessary under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA). Site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies

Grier Substation

USA Topo Basemap With Locator Map



Buffered Project Boundary

Project Boundary

Project Size (acres): 19.33

Lat/Long (DD): 32.4550 / -111.2609

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T11S, R11E

USGS Quad(s): WEST OF MARANA

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Grier Substation

Web Map As Submitted By User

Buffered Project Boundary
Project Boundary

Project Size (acres): 19.33

Lat/Long (DD): 32.4550 / -111.2609

County(s): Pima

AGFD Region(s): Tucson

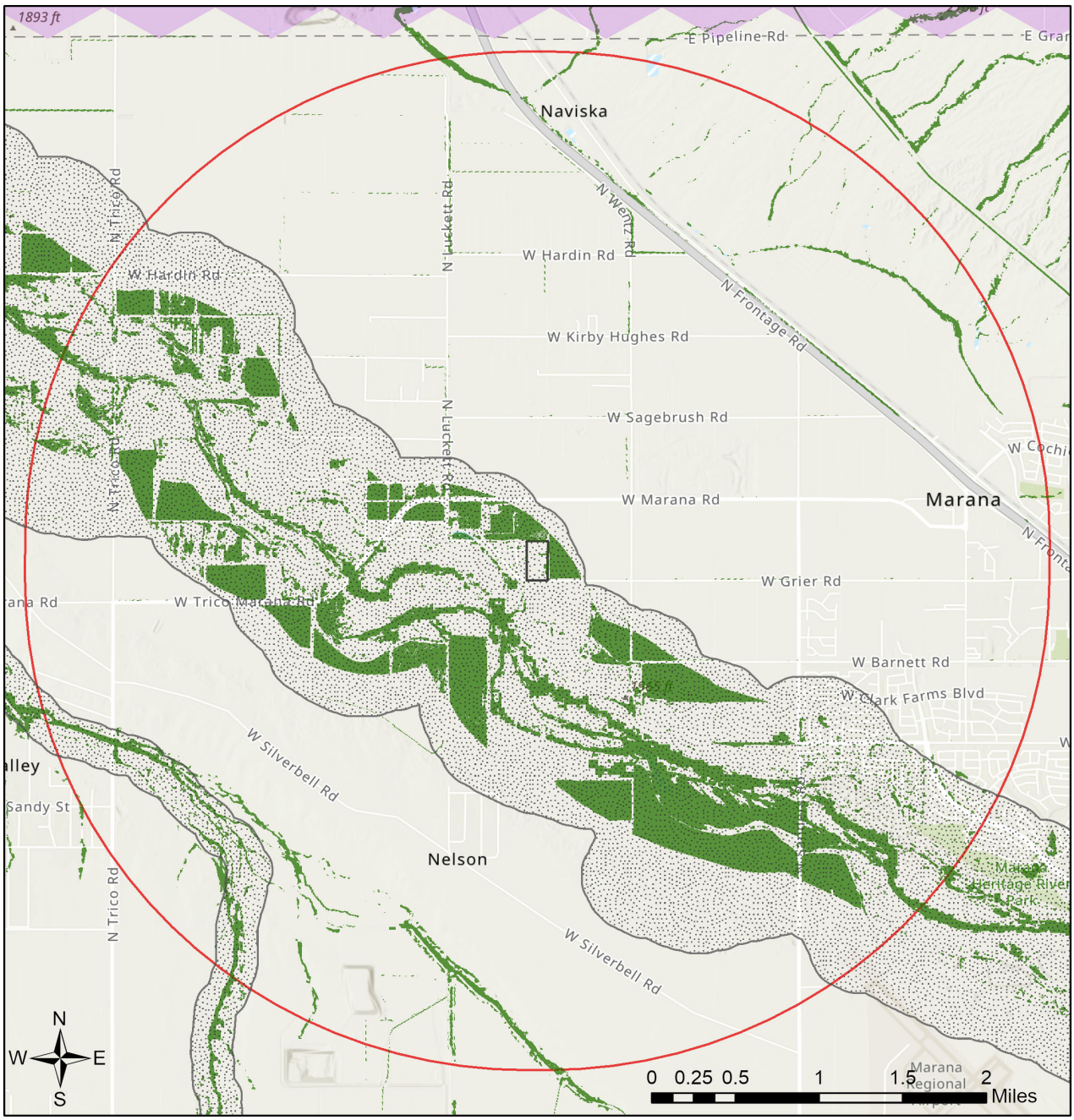
Township/Range(s): T11S, R11E

USGS Quad(s): WEST OF MARANA

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Grier Substation

Important Areas



- Buffered Project Boundary
- Project Boundary
- Important Bird Areas
- Critical Habitat
- Pinal County Riparian
- Important Connectivity Zones
- Wildlife Connectivity

Project Size (acres): 19.33

Lat/Long (DD): 32.4550 / -111.2609

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T11S, R11E

USGS Quad(s): WEST OF MARANA

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Grier Substation

Township/Ranges and Land Ownership

- Buffered Project Boundary
- Project Boundary
- AZ Game & Fish Dept.
- BLM
- BOR
- Indian Res.
- Military
- Mixed/Other
- National Park/Mon.
- Private
- State & Regional Parks
- State Trust
- US Forest Service
- Wildlife Area/Refuge
- Township/Ranges

Project Size (acres): 19.33

Lat/Long (DD): 32.4550 / -111.2609

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T11S, R11E

USGS Quad(s): WEST OF MARANA

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Special Status Species Documented within 3 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Agelaius phoeniceus	Red-winged Blackbird					2
Amphispiza bilineata	Black-throated Sparrow					2
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		2
Auriparus flaviceps	Verdin					2
Bat Colony						
Buteo swainsoni	Swainson's Hawk					2
Calamospiza melanocorys	Lark Bunting					2
Calypte costae	Costa's Hummingbird					2
Campylorhynchus brunneicapillus	Cactus Wren					2
Cardinalis sinuatus	Pyrrhuloxia					2
Catharus guttatus	Hermit Thrush					2
Charadrius vociferus	Killdeer					2
Chilomeniscus stramineus	Variable Sandsnake					2
Circus hudsonius	Northern Harrier					2
Coccyzus americanus	Yellow-billed Cuckoo (Western DPS)	LT	S	S		1
Columbina inca	Inca Dove					2
Contopus sordidulus	Western Wood-Pewee					2
Corvus cryptoleucus	Chihuahuan Raven					2
Cynanthus latirostris	Broad-billed Hummingbird		S			2
Empidonax traillii extimus	Southwestern Willow Flycatcher	LE		S		1
Empidonax wrightii	Gray Flycatcher					2
Eremophila alpestris	Horned Lark					2
Euphagus cyanocephalus	Brewer's Blackbird					2
Falco mexicanus	Prairie Falcon					2
Falco peregrinus anatum	American Peregrine Falcon	SC	S	S		1
Falco sparverius	American Kestrel					2
Geothlypis tolmiei	MacGillivray's Warbler					2
Heloderma suspectum	Gila Monster					1
Icterus bullockii	Bullock's Oriole					2
Icterus cucullatus	Hooded Oriole					2
Incilius alvarius	Sonoran Desert Toad					2
Lanius ludovicianus	Loggerhead Shrike	SC				2
Melanerpes uropygialis	Gila Woodpecker					2
Melospiza lincolnii	Lincoln's Sparrow					2
Melozone aberti	Abert's Towhee		S			2
Micruroides euryxanthus	Sonoran Coralsnake					2
Myotis velifer	Cave Myotis	SC		S		2
Passerculus sandwichensis	Savannah Sparrow					2
Phrynosoma solare	Regal Horned Lizard					2

Special Status Species Documented within 3 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Pooecetes gramineus	Vesper Sparrow					2
Selasphorus platycercus	Broad-tailed Hummingbird					2
Setophaga nigrescens	Black-throated Gray Warbler					2
Spizella breweri	Brewer's Sparrow					2
Tadarida brasiliensis	Brazilian Free-tailed Bat					2
Toxostoma bendirei	Bendire's Thrasher					2

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Special Areas Documented that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Coyote - Ironwood - Tucson Linkage Design	Wildlife Connectivity					
Riparian Area	Riparian Area					
Santa Cruz River	Pima County Wildlife Movement Area - Riparian/Wash					

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Ammodramus savannarum perpallidus	Western Grasshopper Sparrow					
Anthus spragueii	Sprague's Pipit	SC				2
Aquila chrysaetos	Golden Eagle			S		2
Artemisiospiza nevadensis	Sagebrush Sparrow					
Asio otus	Long-eared Owl					2
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		2
Auriparus flaviceps	Verdin					2
Botaurus lentiginosus	American Bittern					2
Buteo regalis	Ferruginous Hawk	SC		S		2
Buteo swainsoni	Swainson's Hawk					2
Calcarius ornatus	Chestnut-collared Longspur					2
Calypte costae	Costa's Hummingbird					2
Campylorhynchus brunneicapillus	Cactus Wren					2
Catharus ustulatus	Swainson's Thrush					2
Charadrius montanus	Mountain Plover	SC				2
Coccyzus americanus	Yellow-billed Cuckoo (Western DPS)					
Colaptes chrysoides	Gilded Flicker			S		2

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Columbina inca	Inca Dove					2
Corynorhinus townsendii pallescens	Pale Townsend's Big-eared Bat	SC	S	S		1
Cynanthus latirostris	Broad-billed Hummingbird		S			2
Dendrocygna autumnalis	Black-bellied Whistling-Duck					2
Empidonax wrightii	Gray Flycatcher					2
Eumops perotis californicus	Greater Western Bonneted Bat					
Falco mexicanus	Prairie Falcon					2
Falco peregrinus anatum	American Peregrine Falcon					
Falco sparverius	American Kestrel					2
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl					
Gopherus morafkai	Sonoran Desert Tortoise	CCA	S	S		1
Heloderma suspectum	Gila Monster					1
Incilius alvarius	Sonoran Desert Toad					2
Lanius ludovicianus	Loggerhead Shrike	SC				2
Lasiurus blossevillii	Western Red Bat		S			2
Lasiurus cinereus	Hoary Bat					2
Lasiurus xanthinus	Western Yellow Bat		S			2
Lepus alleni	Antelope Jackrabbit					2
Lithobates yavapaiensis	Lowland Leopard Frog	SC	S	S		1
Macrotus californicus	California Leaf-nosed Bat	SC		S		2
Megascops kennicottii	Western Screech-owl					
Melanerpes uropygialis	Gila Woodpecker					2
Melospiza lincolnii	Lincoln's Sparrow					2
Melozone aberti	Abert's Towhee		S			2
Micrathene whitneyi	Elf Owl					
Micruroides euryxanthus	Sonoran Coralsnake					2
Myotis velifer	Cave Myotis	SC		S		2
Myotis yumanensis	Yuma Myotis	SC				2
Nyctinomops femorosaccus	Pocketed Free-tailed Bat					2
Nyctinomops macrotis	Big Free-tailed Bat	SC				2
Parabuteo unicinctus	Harris's Hawk					2
Passerculus sandwichensis	Savannah Sparrow					2
Peucaea carpalis	Rufous-winged Sparrow					2
Phrynosoma solare	Regal Horned Lizard					2
Phyllorhynchus browni	Saddled Leaf-nosed Snake					2
Pooecetes gramineus	Vesper Sparrow					2
Progne subis hesperia	Desert Purple Martin					
Spizella breweri	Brewer's Sparrow					2
Tadarida brasiliensis	Brazilian Free-tailed Bat					

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Toxostoma bendirei	Bendire's Thrasher					2
Toxostoma lecontei	LeConte's Thrasher			S		2

Species of Economic and Recreation Importance Predicted that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Callipepla gambelii	Gambel's Quail					
Pecari tajacu	Javelina					
Puma concolor	Mountain Lion					
Zenaida asiatica	White-winged Dove					
Zenaida macroura	Mourning Dove					

Project Type: Energy Storage/Production/Transfer, Energy Transfer, substation

Project Type Recommendations:
Fence recommendations will be dependent upon the goals of the fence project and the wildlife species expected to be impacted by the project. General guidelines for ensuring wildlife-friendly fences include: barbless wire on the top and bottom with the maximum fence height 42", minimum height for bottom 16". Modifications to this design may be considered for fencing anticipated to be routinely encountered by elk, bighorn sheep or pronghorn (e.g., Pronghorn fencing would require 18" minimum height on the bottom). Please refer to the Department's Fencing Guidelines located on Wildlife Friendly Guidelines page, which is part of the Wildlife Planning button at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Consider impacts of outdoor lighting on wildlife and develop measures or alternatives that can be taken to increase human safety while minimizing potential impacts to wildlife. Conduct wildlife surveys to determine species within project area, and evaluate proposed activities based on species biology and natural history to determine if artificial lighting may disrupt behavior patterns or habitat use. Use only the minimum amount of light needed for safety. Narrow spectrum bulbs should be used as often as possible to lower the range of species affected by lighting. All lighting should be shielded, canted, or cut to ensure that light reaches only areas needing illumination.

Minimize the potential introduction or spread of exotic invasive species, including aquatic and terrestrial plants, animals, insects and pathogens. Precautions should be taken to wash and/or decontaminate all equipment utilized in the project activities before entering and leaving the site. See the Arizona Department of Agriculture website for a list of prohibited and restricted noxious weeds at https://www.invasivespeciesinfo.gov/unitedstates/az.shtml and the Arizona Native Plant Society https://aznps.com/invas for recommendations on how to control. To view a list of documented invasive species or to report invasive species in or near your project area visit iMapInvasives - a national cloud-based application for tracking and managing invasive species at https://imap.natureserve.org/imap/services/page/map.html.

- To build a list: zoom to your area of interest, use the identify/measure tool to draw a polygon around your area of interest, and select “See What’s Here” for a list of reported species. To export the list, you must have an account and be logged in. You can then use the export tool to draw a boundary and export the records in a csv file.

Follow manufacturer's recommended application guidelines for all chemical treatments. The U.S. Fish and Wildlife Service, Integrated Pest Management Group has a reference document that serves as their pesticide recommendations for protecting wildlife and fisheries resources, titled "Reducing Risks to Pollinators from Pest Control", https://www.fws.gov/sites/default/files/documents/Reducing_Risks_to_Pollinators_from_Pest_Control_factsheet.pdf. The Department recommends that direct or indirect impacts to sensitive species and their forage base from the application of chemical pesticides or herbicides be considered carefully.

The Department recommends that wildlife surveys are conducted to determine if noise-sensitive species occur within the project area. Avoidance or minimization measures could include conducting project activities outside of breeding seasons.

For any powerlines built, proper design and construction of the transmission line is necessary to prevent or minimize risk of electrocution of raptors, owls, vultures, and golden or bald eagles, which are protected under state and federal laws. Limit project activities during the breeding season for birds, generally March through late August, depending on species in the local area (raptors breed in early February through May). Conduct avian surveys to determine bird species that may be utilizing the area and develop a plan to avoid disturbance during the nesting season. For underground powerlines, trenches should be covered or back-filled as soon as possible. Incorporate escape ramps in ditches or fencing along the perimeter to deter small mammals and herpetofauna (snakes, lizards, tortoise) from entering ditches. In addition, indirect affects to wildlife due to construction (timing of activity, clearing of rights-of-way, associated bridges and culverts, affects to wetlands, fences) should also be considered and mitigated.

Based on the project type entered, coordination with State Historic Preservation Office may be required (https://azstateparks.com/).

Trenches should be covered or back-filled as soon as possible. Incorporate escape ramps in ditches or fencing along the perimeter to deter small mammals and herpetofauna (snakes, lizards, tortoise) from entering ditches.

Vegetation restoration projects (including treatments of invasive or exotic species) should have a completed site-evaluation plan (identifying environmental conditions necessary to re-establish native vegetation), a revegetation plan (species, density, method of establishment), a short and long-term monitoring plan, including adaptive management guidelines to address needs for replacement vegetation.

Project Location and/or Species Recommendations:
Analysis indicates that your project is located in the vicinity of an identified ***wildlife habitat connectivity feature***. The **County-level Stakeholder Assessments** contain five categories of data (Barrier/Development, Wildlife Crossing Area, Wildlife Movement Area- Diffuse, Wildlife movement Area- Landscape, Wildlife Movement Area- Riparian/Washes) that provide a context of select anthropogenic barriers, and potential connectivity. The reports provide recommendations for opportunities to preserve or enhance permeability. Project planning and implementation efforts should focus on maintaining and improving opportunities for wildlife permeability. For information pertaining to the linkage assessment and wildlife species that may be affected, please refer to: https://www.azgfd.com/wildlife/planning/habitatconnectivity/identifying-corridors/.
Please contact the Project Evaluation Program (pep@azgfd.gov) for specific project recommendations.

Analysis indicates that your project is located in the vicinity of an identified ***wildlife habitat connectivity feature***. The **Detailed Wildlife Connectivity Assessments** represent ideal connections within or between intact blocks or core habitats. The blocks are currently disconnected or isolated and the linkages should be examined for improving permeability, or are currently intact and in need of preservation and/or enhancement. The reports provide recommendations for opportunities to preserve or enhance permeability. Project planning and implementation efforts should focus on maintaining and improving opportunities for wildlife permeability. For information pertaining to the linkage assessment and wildlife species that may be affected, please refer to: https://www.azgfd.com/wildlife/planning/habitatconnectivity/identifying-corridors/
Please contact the Project Evaluation Program (pep@azgfd.gov) for specific project recommendations.

HDMS records indicate that one or more **Listed, Proposed, or Candidate** species or **Critical Habitat** (Designated or Proposed) have been documented in the vicinity of your project. The Endangered Species Act (ESA) gives the US Fish and Wildlife Service (USFWS) regulatory authority over all federally listed species. Please contact USFWS Ecological Services Offices at https://www.fws.gov/office/arizona-ecological-services or:

Phoenix Main Office
9828 North 31st Avenue #C3
Phoenix, AZ 85051-2517
Phone: 602-242-0210
Fax: 602-242-2513

Tucson Sub-Office
201 N. Bonita Suite 141
Tucson, AZ 85745
Phone: 520-670-6144
Fax: 520-670-6155

Flagstaff Sub-Office
SW Forest Science Complex
2500 S. Pine Knoll Dr.
Flagstaff, AZ 86001
Phone: 928-556-2157
Fax: 928-556-2121

This review has identified **riparian areas** within the vicinity of your project. During the planning stage of your project, avoid, minimize, or mitigate any potential impacts to riparian areas identified in this report. Riparian areas play an important role in maintaining the functional integrity of the landscape, primarily by acting as natural drainages that convey water through an area, thereby reducing flood events. In addition, riparian areas provide important movement corridors and habitat for fish and wildlife. Riparian areas are channels that contain water year-round or at least part of the year. Riparian areas also include those channels which are dry most of the year, but may contain or convey water following rain events. All types of riparian areas offer vital habitats, resources, and movement corridors for wildlife. The Pinal County Comprehensive Plan (i.e. policies *6.1.2.1* and *7.1.2.4*), Open Space and Trails Master Plan, Drainage Ordinance, and Drainage Design Manual all identify riparian area considerations, guidance, and policies. Guidelines to avoid, minimize, or mitigate impacts to riparian habitat can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/. Based on the project type entered, further consultation with the Arizona Game and Fish Department and Pinal County may be warranted.

HDMS records indicate that **Western Burrowing Owls** have been documented within the vicinity of your project area. Please review the western burrowing owl resource page at: https://www.azgfd.com/wildlife/speciesofgreatestconservneed/burrowingowlmanagement/.

Appendix D- US Fish & Wildlife Service Correspondence

From: Richardson, Scott
To: Gerald Berthelette
Subject: Re: [EXTERNAL] FW: Parcel I"m calling about with potential CFPO habitat
Date: Monday, January 22, 2024 3:29:01 PM

Hey Gerry,
Thanks for the reminder on this issue. Things tend to get buried in the black hole that is my email box. Thanks again for bringing me up to speed on this project. Our discussion helped clarify things for me with regard to CFPO. We are not aware of any CFPO currently in the vicinity of the proposed project. And, while the project is within dispersal distance of known CFPO nesting territories, the project area does not support the appropriate habitat elements to 1) provide habitat connectivity such that dispersing CFPO would likely be able to disperse to occupy the project area and 2) provide the necessary elements to support establishment of a CFPO home range or nesting. Based on our knowledge of areas currently occupied by CFPO and due to lack of appropriate habitat elements. it is unlikely that any CFPO currently occupy the project area or are able to disperse into the area to establish a nesting territory. We do not recommend any CFPO surveys in the project area due to lack of suitable habitat. I hope this is helpful. Please do not hesitate to contact me if we can be of any further assistance. Thank you for your consideration of potential impacts from this project on CFPO.

Sincerely,
Scott Richardson
U.S. Fish and Wildlife Service
Tucson Suboffice
(520) 979-7896

From: Gerald Berthelette <gberthelette@sonoranlandresources.com>
Sent: Monday, January 22, 2024 10:43 AM
To: Richardson, Scott <scott_richardson@fws.gov>
Subject: [EXTERNAL] FW: Parcel I'm calling about with potential CFPO habitat

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Morning, Scott!

Again, it was great to catch up with you. I'm sure you have plenty on your plate, but I'm wondering if you've gotten a chance to look at my last email regarding CFPO habitat and burrowing owl potential for that site in Marana. You had mentioned providing some official USFWS language for me, indicating that the site probably wasn't a concern for CFPO, but I haven't seen anything come

through yet.

Let me know if I can get you anything further. If you want to re-hash this over the phone, feel free to give me a call today or any day this week you have some time available.

Thanks! Look forward to hearing from you.

Cheers,
Gerry

From: Gerald Berthelette
Sent: Thursday, January 11, 2024 11:14 AM
To: scott_richardson@fws.gov
Subject: Parcel I'm calling about with potential CFPO habitat

Hi Scott,

I'll call you in a minute here, we are just about to go on break.

Check out these photos attached…

The parcel is just an ag field right now. There are some decrepit culverts on site, some short ones that run N-S and E-W in the southeast corner of the parcel, and then a full culvert running N-S along the eastern boundary of the parcel. Not much in the way of habitat, here, but there are a few trees in the SE corner of the parcel that could be of some concern.

Gerry Berthelette, Environmental and Land Use Planner II
8750 E Speedway Blvd. Suite 230
Tucson, AZ 85710
(520) 989-1096

Sonoran Land Resources, LLC
Your path to successful outcomes!

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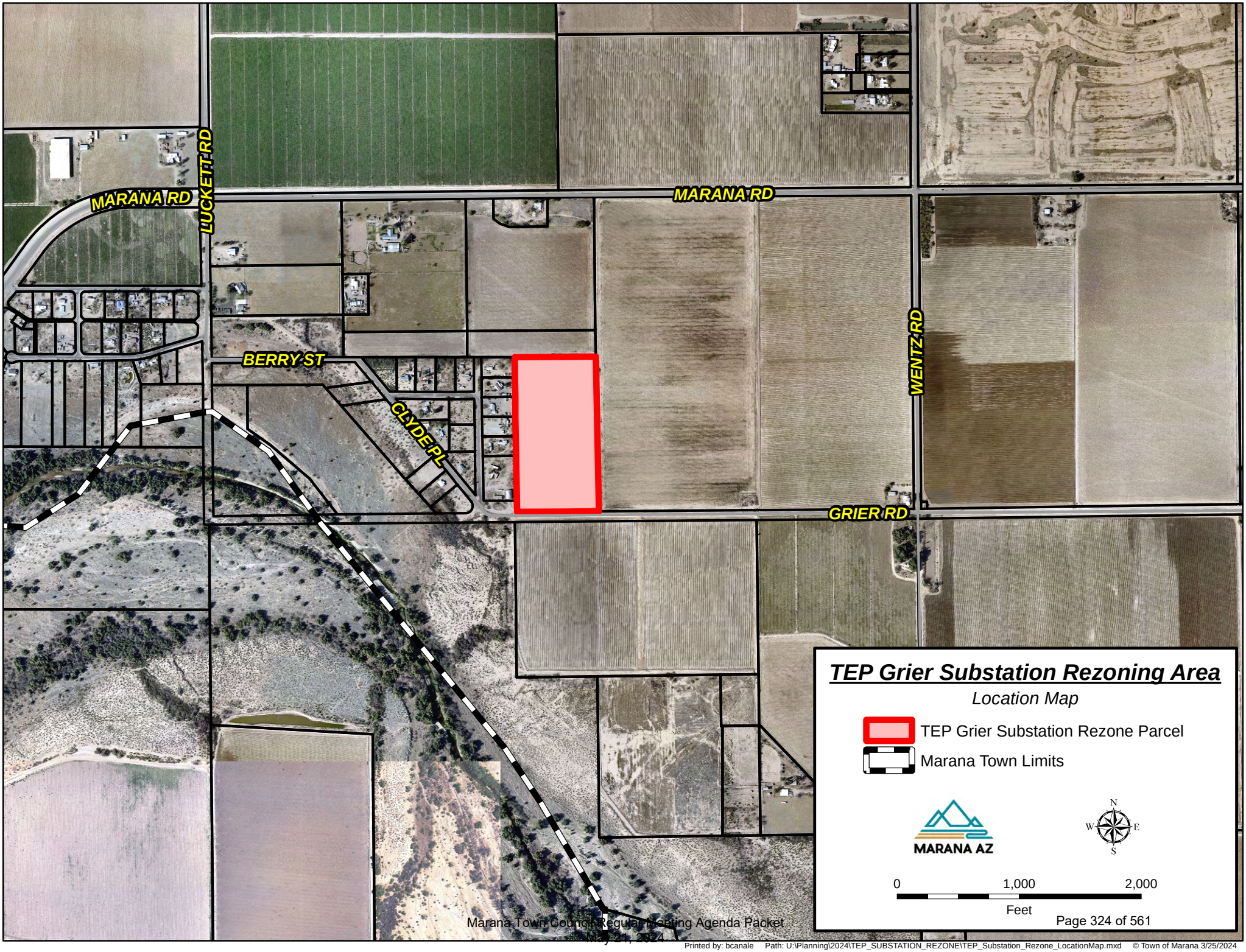

TEP Grier Substation Rezoning Area

Location Map

TEP Grier Substation Rezone Parcel

Marana Town Limits

MARANA AZ

N
W E
S

0 1,000 2,000

Feet

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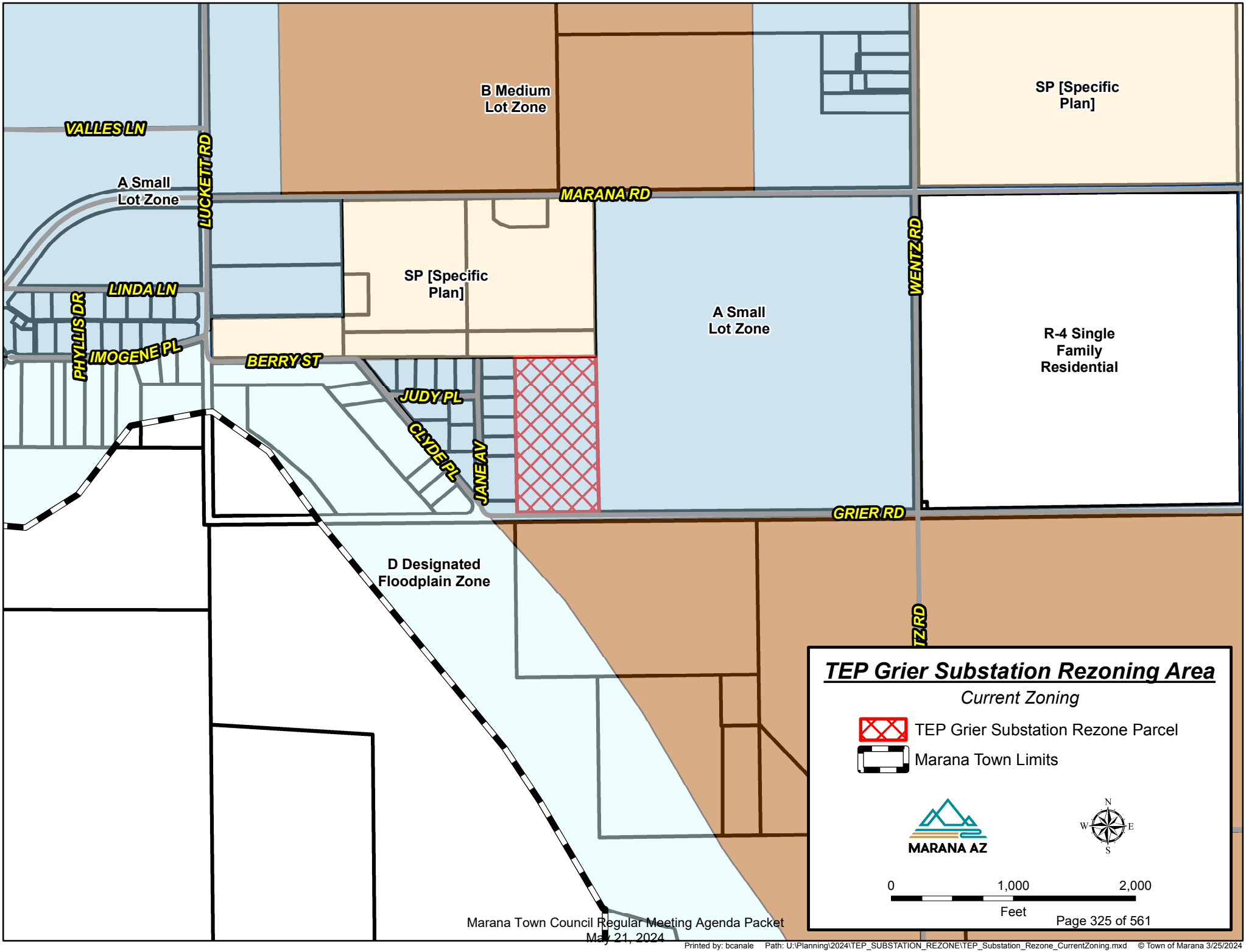

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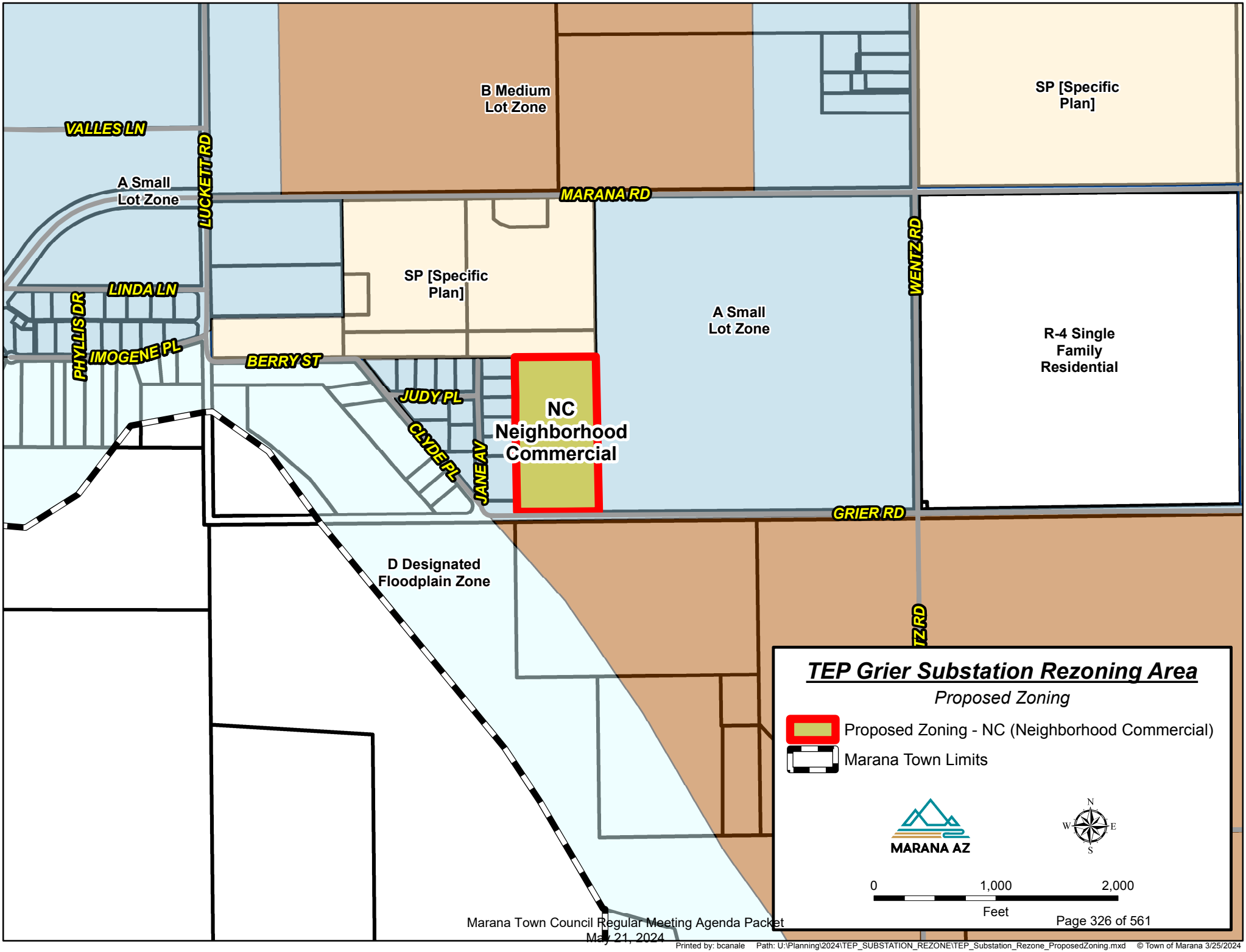

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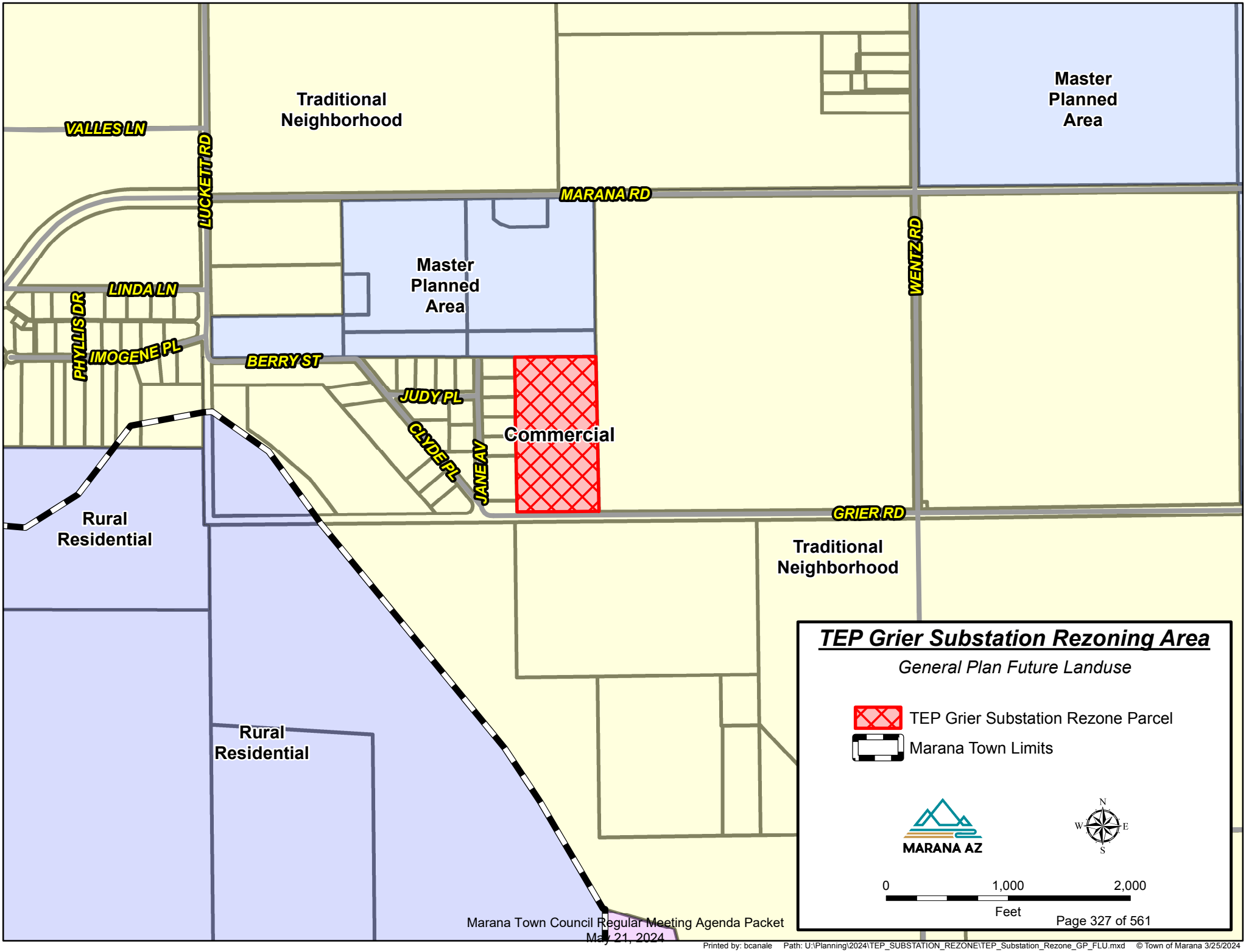

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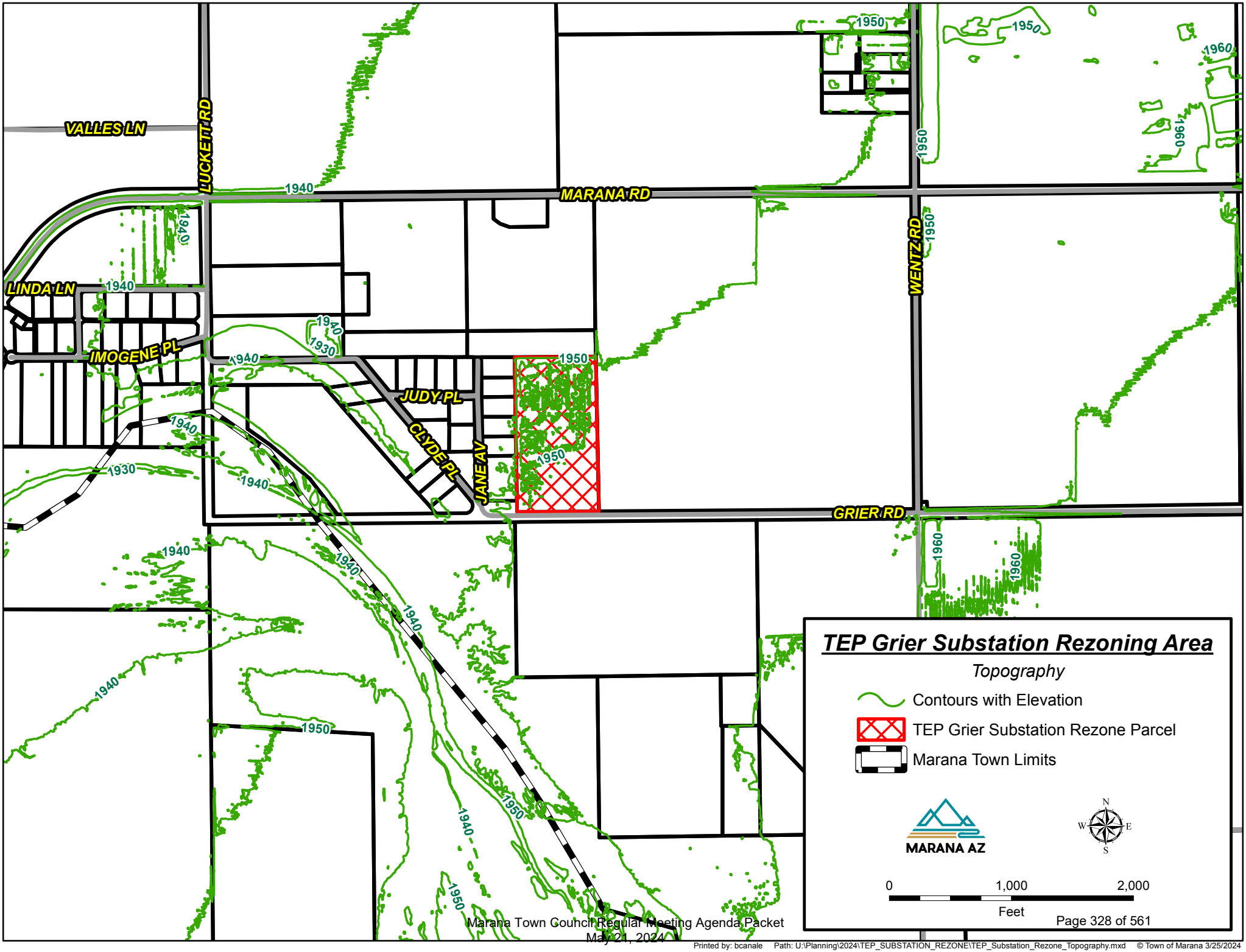

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Development Services / maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641

PROJECT APPLICATION

Instructions

Information about project submittal requirements can be found online by reviewing the submittal checklist for the proposed scope of work at https://www.maranaaz.gov/developmentservicesforms.

- Applicants can submit electrically by email. Please follow the information resource on "How to Submit Electronically."
- Submit the completed application along with all forms and attachments electronically by email to maranaplanning@maranaAZ.gov for planning related applications or deveng@maranaAZ.gov for engineering related applications. If means to submit electronically are unavailable, applicants can submit in person using a print copy to:

  Development Services
  Marana Municipal Complex, Second Floor
  11555 W Civic Center Dr. Building A2
  Marana, AZ 85653
- The application and review status can be viewed through Permit Tracker, our On-line Application & Information System, utilizing the project search menu.
- Notice of correction or approval will be communicated via email to the applicant listed on the application.

Payment

Fee information can be found on the online at maranaAZ.gov/finance. An invoice will be provided by email to the applicant for payment. Payment can be made in the form of credit card, cash or check payable to the Town of Marana.

- Credit card over the phone, please call (520) 382-2600
- In person or by mail, please send checks to:

  Town of Marana, Cashiering
  11555 W Civic Center Dr. Building A2
  Marana, AZ 85653

Licensing Time Frame

Pursuant to and subject to A.R.S. § 9-836 (2019), the Town of Marana hereby establishes its licensing time frames, available here.

Contact Information

For planning related questions about this form, please contact Marci Johns by email at maranaplanning@maranaAZ.gov or call (520) 382-2600.

For development engineering questions about this form, please contact Charity Teresi by email at deveng@maranaAZ.gov or call (520) 382-2600.

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Grier 138/13.8 Kilovolt Substation	
Description of Project: Construction of new electric substation	Number of Lots: 1
Parcel No.(s): 217-23-0310	Gross Area (Acres): 19.54
Project Address: 13860 W. Grier Road Marana AZ, 85653	
Ref. Project No.:	

CONTACT INFORMATION

Owner: Cortaro Farms LTD	Contact Name: Victor Gee		
Address: 4350 N. La Linda Rama	City: Tucson	State: AZ	Zip: 85718
Email: vgee8888@aol.com	Phone No.:		
Applicant: Tucson Electric Power Company	Contact Name: Brian Pugh		
Address: PO Box 711 Mail Stop OH131	City: Tucson	State: AZ	Zip: 85702
Email: BPugh@tep.com	Phone No.: (520) 460-6417		
Consultant/Engineer: Sonoran Land Resources	Contact Name: Renee Darling		
Address: 8750 E Speedway Suite 230	City: Tucson	State: AZ	Zip: 85710
Email: rdarling@sonoranlandresources.com	Phone No.: (520) 213-7665		

APPLICANT AUTHORIZATION

By signing below, I hereby acknowledge that I have read the information provided online at maranaaz.gov/arsnotice and certify that the information set forth in this application are true and correct to the best of my knowledge. I am either the owner of the property or I have been **authorized in writing** by the owner to file this application. (If the applicant is not the owner, attach written authorization from the owner)

Brian Pugh	Pugh, Brian Digitally signed by Pugh, Brian DN: CN="Pugh, Brian", OU=Users, OU=TEP, OU=UNS, DC=unisource, DC=corp Date: 2024.02.16 13:56:11-07'00'	
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 05/16/2023

Tucson Electric Power

Grier Substation Rezone and Minor General Plan Amendment

Citizen Review Public Meeting Summary

In compliance with Town of Marana (TOM) Code, Title 17, Chapter 3, Section 1.C Tucson Electric Power Company (TEP) held a neighborhood meeting on April 4, 2024. Below is a summary of the Citizen Review Process conducted by TEP.

1. Meeting Notification

In compliance with TOM code 17.3.1.C.1, TEP prepared and mailed written notice of the rezone and minor plan amendment application to all owners of property located within 300 feet of the subject property on March 16, 2024, 16 days prior to the date of the neighborhood meeting. The 300-foot distance was measured from the Pima County Assessor No. 217-23-0310 parcel line. The written notice provided a general explanation of the substance of the proposed rezoning, and the notice of the date, time, and location of the neighborhood meeting. A copy of the notice is Attachment A.

Following comment from a nearby resident beyond the 300-foot notice area, TEP mailed eleven additional notices on March 22, 2024. Notice was also mailed and emailed to various TOM Staff and Council Members. A copy of the complete mailing list is Attachment B.

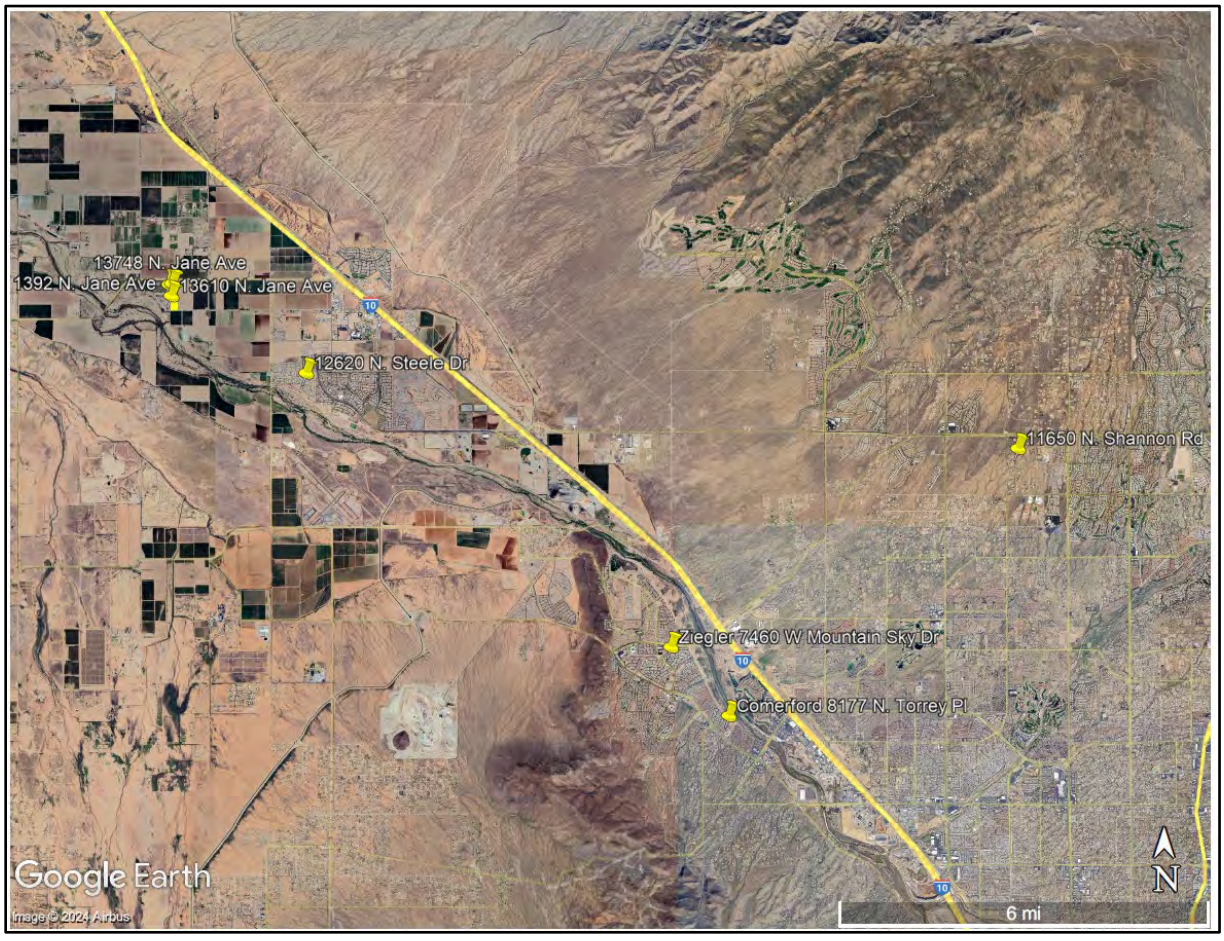
2. Meeting Summary

The neighborhood meeting was held Thursday, April 4, 2024 at the Marana Town Center 2nd Floor Conference Room located at 11555 W Civic Center Drive, Marana, AZ 85653 from 6:00PM to 7:30PM. The meeting was Open House format, with a sign-in table, comment table, refreshment table, and eight Project posters. Posters included: TOM Public Engagement Process, How Electricity Gets to You, Conceptual Plan, Three Photo Simulations, and a map of the future AEPCO/TEP Saguaro to Marana 138-kV transmission line and disclosure that an additional 138-kV transmission line will be required from the Grier Substation to the east (see Attachment C for Project Posters).

Two handouts were also made available to attendees and included Electric and Magnetic Fields (EMF) and Substation Safety and Noise Standards and Regulations (see Attachment D for Project Handouts)

In attendance at the meeting were TEP staff including the Project Manager, Government Liaison, Project Engineer, and an Environmental and Land Use Planner. Also attending were two Environmental and Land Use Planners with Sonoran Land Resources. These individuals were available to answer questions related to the Project and attendees' concerns.

All attendees were asked to sign in (see Attachment E for sign in sheet). Eleven people (10 adults, 1 child) attended the meeting and included two TOM council members – Roxanne Ziegler and Patti Comerford, three households from Jane Avenue, one person from Steele Dr. in Marana, and one person from Shannon Road in Tucson. All attendees appear to have been mailed notice except for the attendee from Tucson.



Tucson Electric Power

3. Comments

The Citizen Review Process has resulted in eight comments to date – six written and two phone calls. TEP staff and consultants also documented herein the verbal comments received during the open house neighborhood meeting.

3.1 Written Comments

Written comments are provided in Attachment F. To summarize the written comments:

C. Three Comments related to potential Decrease in Property Values.

A. Not aware of any studies related to impact on property values adjacent to electric substations. Studies that have been conducted on property values adjacent to electric transmission lines indicate a small, 5-10% decline in value that recovers to market value in about 5 years. Note: these studies were not conducted in Arizona and are not equivalent to this Project.

C. Two comments related to Health Concerns.

A. Attendees were provided the EMF handout and it was discussed that the EMF level of a 138-kV substation is low-frequency and that there are no confirmed health risks caused by exposure to low-level EMFs. In addition, EMFs weaken significantly as they extend away from the source.

Furthermore, TEP offered to conduct EMF testing at the property line and within the home prior to and after construction to provide peace of mind to adjacent landowners. The landowner can request this in the event the Project is approved.

C. One comment asking Where Town Staff Was.

A. In our experience jurisdictional staff do not attend neighborhood meetings as they prefer to remain neutral in their review of the merits of the application. However, they do receive a meeting summary and take the comments into account in making their recommendations to the Planning Commission.

C. Will TEP condemn the parcel if the landowner were to pull out of the contract?

A. No, TEP does not make a practice of condemning private property for substations.

C. Concern over the lack of notice and public involvement in the siting of the AEPCO/TEP Saguaro to Marana Transmission Line. Asked how to get the Transmission Line Project overturned.

A. Explained that AEPCO was responsible for siting the line and TEP, while having a circuit on the line, did not engage in the process. Agreed that AEPCO could have done a better job. Explained TEP's engagement process for transmission line siting and ensured that they would be noticed if within 1 mile of the study area.

Advised that the AEPCO/TEP Saguaro to Marana Transmission Line was approved by the Arizona Corporation Commission and that they would need to contact them with any complaints.

C. Concern over the location of the future transmission line, depicted as a dashed blue line on the siting map.

A. Advised that the dashed blue line was conceptual and that alternatives would be considered and that the final route is determined by the Arizona Corporation Commission Line Siting Committee in a public process.

3.2 Phone Calls

Two phone calls were received by TEP and are provided in Attachment G.

C. Caller voiced concern over TEP not notifying the entire neighborhood, only those within 300 feet. Caller voiced opposition to Project.

A. In response to callers concern, TEP mailed meeting notices to the remainder of the neighborhood the following day. Caller was informed that the April 4 neighborhood meeting was to inform neighbors of the project and answer any questions. Caller was also told that there would be two additional opportunities to state her opposition to the project before the Planning Commission, and the Marana Town Council.

C. Caller did not provide their name or address, but mentioned their home is nearest to the substation. Caller wanted to know if she needed to attend then neighborhood meeting because she had already attended a meeting to relay her concerns. It was inferred that the meeting she was speaking of was the Town Council Meeting in January in which there were several neighbors who spoke at call to the audience. Caller was informed that the neighborhood open house meeting would be an opportunity to learn more about the proposed project, the rezoning process and timeline, as well as upcoming opportunities to have their voice heard at the Planning Commission Public Hearing and the Town Council Public Hearing. She said that she would be letting all of her neighbors know that they need to attend.

3.3 Verbal Comments at Neighborhood Meeting

Following the neighborhood meeting, TEP and consultants held a debrief meeting and documented the following verbal concerns. Verbal concerns mirrored written concerns regarding

Noise, Health (EMF), Property Values, and the AEPCO/TEP Transmission Line Project. Responses provided verbally also mirror those provided above in Section 3.1. These additional concerns were related verbally:

C. Why is the substation proposed in this location, why not anywhere else? Including why in Trico's Service Territory?

A. In short, it was explained that TEP identified the need for the substation in 2020 and that they identified and evaluated 10 sites in the area. It was explained that the sites must meet specific technical criteria and the landowner must be a willing seller because TEP does not condemn property for the construction of substations. The Grier Substation parcel meets the technical criteria, and the landowner is willing to sell. Attendees were advised that the application is available on the Project website and provides siting information in greater detail.

In addition, attendees were told that TEP operates and maintains generation and transmission facilities throughout Arizona and into New Mexico to bring safe, reliable power to customers in its service area.

C. What is the Process? What is the Planning Commission, Who votes? Who Approves.

A. The review and approval process was outlined. It was explained that the Planning Commission is an advisory body appointed by the Marana Town Council which makes recommendations to the Council on matters relating to zoning and land development, including applications such as TEP's. It was explained that approval comes from the Town Council.

C. Concern over the height of equipment.

A. Height of equipment is correlated to safety. TEP workers must be able to operate and maintain the substation safely.

C. Concern from neighboring landowner that his bees will sting employees and he doesn't want to be sued.

A. Advised that TEP would be informed and they would likely set up a system to alert employees and contractors when scheduled to work at the substation. Offered that maybe the landowner could provide a list of flowering shrubs and forbs that may benefit the bees and could be provided to TEP.

C. Concern over lightning strikes.

A. Lightning in the area would be attracted to the static masts at the substation. When lightning hits the static masts, it is sent to ground and grounded in the grounding grid. This is a benefit, as lightning is unlikely to strike anywhere else in the area and can be safely grounded. This grounding prevents other components of the substation from being struck by lightning.

Tucson Electric Power

ATTACHMENT A

Tucson Electric Power
P.O. Box 711, OH 131
Tucson, AZ 85714

April 5, 2024

Subject: Invitation to Neighborhood Open House for Proposed Grier Substation

Dear Neighbor,

Tucson Electric Power (TEP) is proposing to build a new 138-kilovolt (kV) substation to strengthen service reliability for customers and increase capacity to support current and future development in the Town of Marana.

The new Grier Substation would be located north of Grier Road, approximately one-half mile west of Wentz Road. TEP submitted a Rezone and Minor General Plan Amendment application package to the Town of Marana on February 22, 2024.

As a property owner within 300 feet of the proposed substation property boundary or other interested party, we invite you to attend an upcoming in-person neighborhood open house meeting to learn more about the project. We will address the proposed rezoning of Pima County Assessor Parcel No. (APN) 217-23-0310 from Small Lot Zone (Zone A) to Neighborhood Commercial (NC) and a minor amendment to the *Make Marana 2040 General Plan* (General Plan), which will support construction, maintenance, and operation of the proposed substation.

Grier Substation Neighborhood Open House Meeting
Thursday, April 4, 2024
6-7:30 p.m.
Marana Town Center Conference Room
11555 W Civic Center Dr
Marana, AZ 85653

For those planning to attend the April 4th Open House, follow directional signage from the North parking lot to the second-floor conference center.

If you would like to discuss specific areas of concern or if you prefer to provide comments outside of the meeting, please feel free to share them with me using the contact information below. Your comments will be shared with the Town of Marana's Development Services Department. A public hearing before the Planning Commission regarding the requested Rezone and Minor General Plan Amendment is expected to occur on April 24, 2024.

Thank you for your consideration. We look forward to your input.

Chris Ortiz y Pino
Environmental Land Use Planner
(520) 633-8693
christopher.ortizypino@tep.com

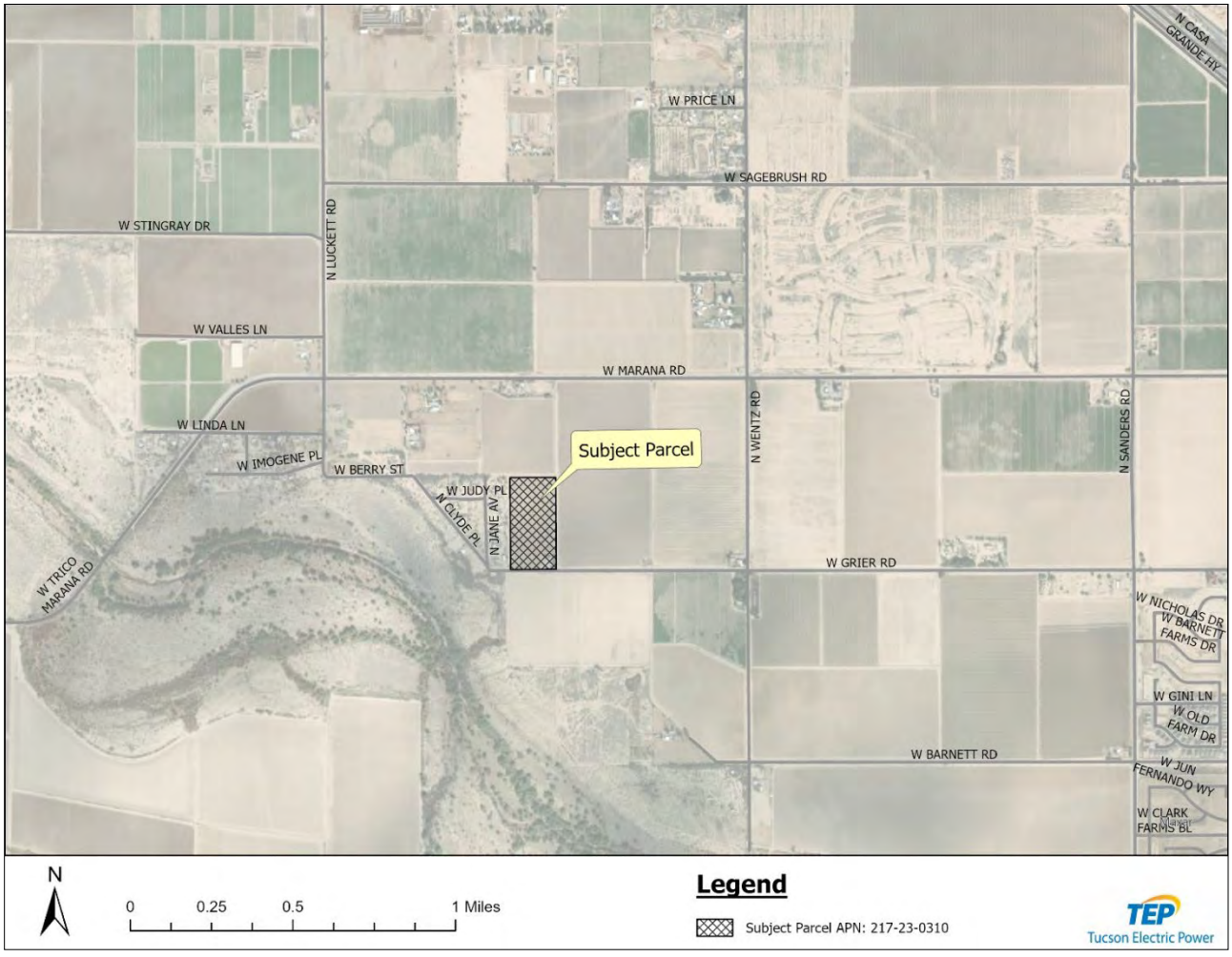
How will the Grier Substation benefit customers?

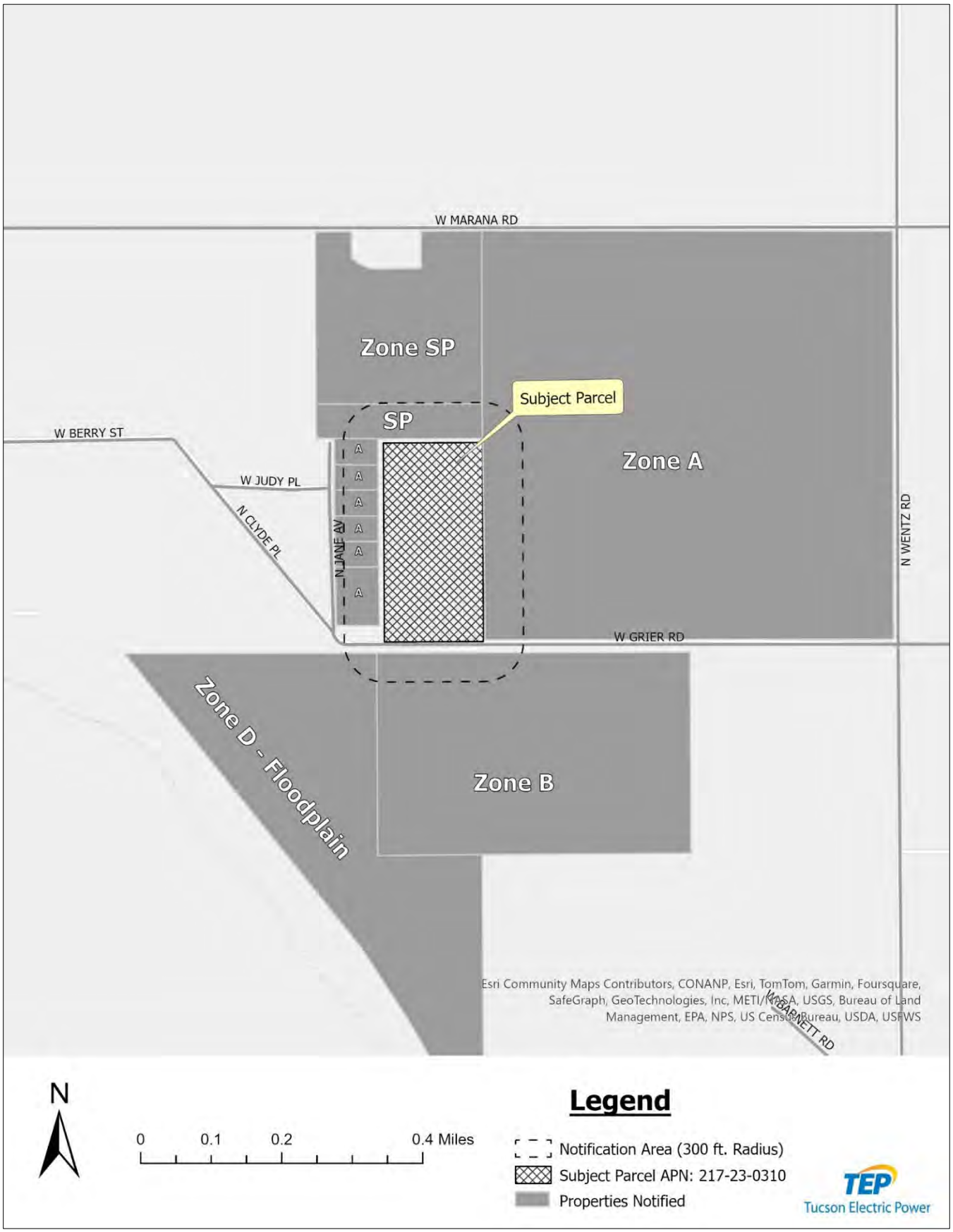
- Improves reliability and resiliency of the local energy grid in the Town of Marana
- Reduces the frequency and duration of unplanned outages
- Increases capacity of the local electric system to support anticipated future energy needs of customers and growth in the area
- Enhances voltage control, which helps to prevent damage to customers' appliances and electrical equipment.

Why is the Grier Substation needed?

- The need for a substation in this area was identified in TEP's 10-year Transmission Plan, filed with the Arizona Corporation Commission (ACC).
- The new substation will provide contingency support to existing circuits and allow for greater flexibility in response to outages.
- The Grier Substation will accommodate existing needs and future growth, improving system reliability while allowing for the retirement of aging, lower-voltage equipment.

Substation Location




W MARANA RD
Zone SP
SP
Subject Parcel
Zone A
W BERRY ST
W JUDY PL
N CLYDE PL
N JANE AV
A
A
A
A
A
A
N WENTZ RD
W GRIER RD
Zone D - Floodplain
Zone B
Esri Community Maps Contributors, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS
N
0
0.1
0.2
0.4 Miles
Legend
Notification Area (300 ft. Radius)
Subject Parcel APN: 217-23-0310
Properties Notified
TEP
Tucson Electric Power

Tucson Electric Power

Mailing Label

For More Information:

www.tep.com/grier-substation

Tucson Electric Power

ATTACHMENT B

Grier 138-kV Substation

Properties to Notify - Open House April 4, 2024

OWNER_NAME	SITE_ADDRESS
ATTN: COUNCILMEMBER HERB KAI	Marana Municipal Complex
ATTN: COUNCILMEMBER JACKIE CRAIG	Marana Municipal Complex
ATTN: COUNCILMEMBER JOHN OFFICER	Marana Municipal Complex
ATTN: COUNCILMEMBER PATTI COMERFORD	Marana Municipal Complex
ATTN: COUNCILMEMBER ROXANNE ZIEGLER	Marana Municipal Complex
ATTN: David Udall, Town Clerk	Marana Municipal Complex
ATTN: MAYOR ED HONEA	Marana Municipal Complex
ATTN: Scott Radden, Senior Planner	Marana Municipal Complex
ATTN: Terry Rozema, Town Manager	Marana Municipal Complex
ATTN: VICE MAYOR JON POST	Marana Municipal Complex
ALLEN SHANE & ANDREA CP/RS	13920 W Grier Rd, Marana AZ, 85653-0410
B K W FARMS INC	PO BOX 638 Marana, AZ 85653-0638
BRIDLE BIT RANCH LLC	12655 N Sanders Rd, Marana AZ, 85653-9763
Del Post	201 W. Main St., STE 101, Missoula, MT 59802
ERNST RICK JAMES	13700 N JANE AV, Marana AZ, 85653-9656
GONZALEZ EDMOND E SR	13970 W Grier Rd., Marana AZ, 85653
MARTINEZ JULIO & MARY G	1509 W Niagara St, Tucson AZ, 85745-3129
MC CREA ROBERT P & TERRY L LIVING TR	13950 W Grier Rd. Unit 2, Marana AZ, 85653-7777
MC ELHANNON STEVEN D & SANDRA LEE JT/RS	13742 N JANE AV, Marana AZ, 85653
MENDEZ TERI MARIA & SABORI KAREN LYNN JT/RS	23723 19TH Dr. SE, Bothell WA, 98021-9592
MENDOZA JESUS IVAN	14001 W Judy Pl, Marana AZ, 85653-8962
PAYNE CHRISTOPHER GARY	13748 N JANE AV, Marana AZ, 85653-9656
PETERS GERALD D & SHARON K JT/RS	13612 N JANE AV, Marana AZ, 85653-9656
POST JON K	15201 W Hardin Rd, Marana AZ, 85653-0410
PROBST WILLIAM S & LISA L CP/RS	13720 N JANE AV, Marana AZ, 85653-9656
STOKES JIMMY D	12620 N Steele Dr, Marana AZ, 85653-9737
THORNTON B ELAINE	13672 N JANE AV, Marana AZ, 85653-9656
U & M LLC	PO BOX 5506 Tucson AZ, 85703-0506
VEGA VALENTIN JR	14010 W Judy Pl, Marana AZ, 85653-8692

17-3-1 C.1 - The applicant shall mail written notice of the application to all owners of property located within 300 feet of the subject property and to any other persons reasonably determined by the planning manager to be potentially affected citizens. All distances shall be measured from the property lines of the subject property.

17-3-1 C.1b - The applicant shall mail the written notice by first class mail at least 15 days prior to the neighborhood meeting.

17-3-1 C.2 - The applicant shall hold the neighborhood meeting, noticed as provided in subparagraph 1, a minimum of 15 days prior to the planning commission public hearing.

* Highlighted names were notified despite falling outside of 300' notice requirement

Tucson Electric Power

ATTACHMENT C

Grier 138-kV Substation Rezone and Minor General Plan Amendment Public Input Process

Prepare & Submit Application

Citizen Review Process

Mail Written Notice

- **Within 300 feet**
- **Min. 15 days Prior to Meeting**

Neighborhood Meeting

Public Input

Compile & Respond to Comments

Summary to Town

Hearing Notice Posted on Property Min. 15 days Prior to Hearing

Planning Commission Public Hearing

On or After April 24, 2024

Public Input

Hearing Notice Posted on Property Min. 15 days Prior to Hearing

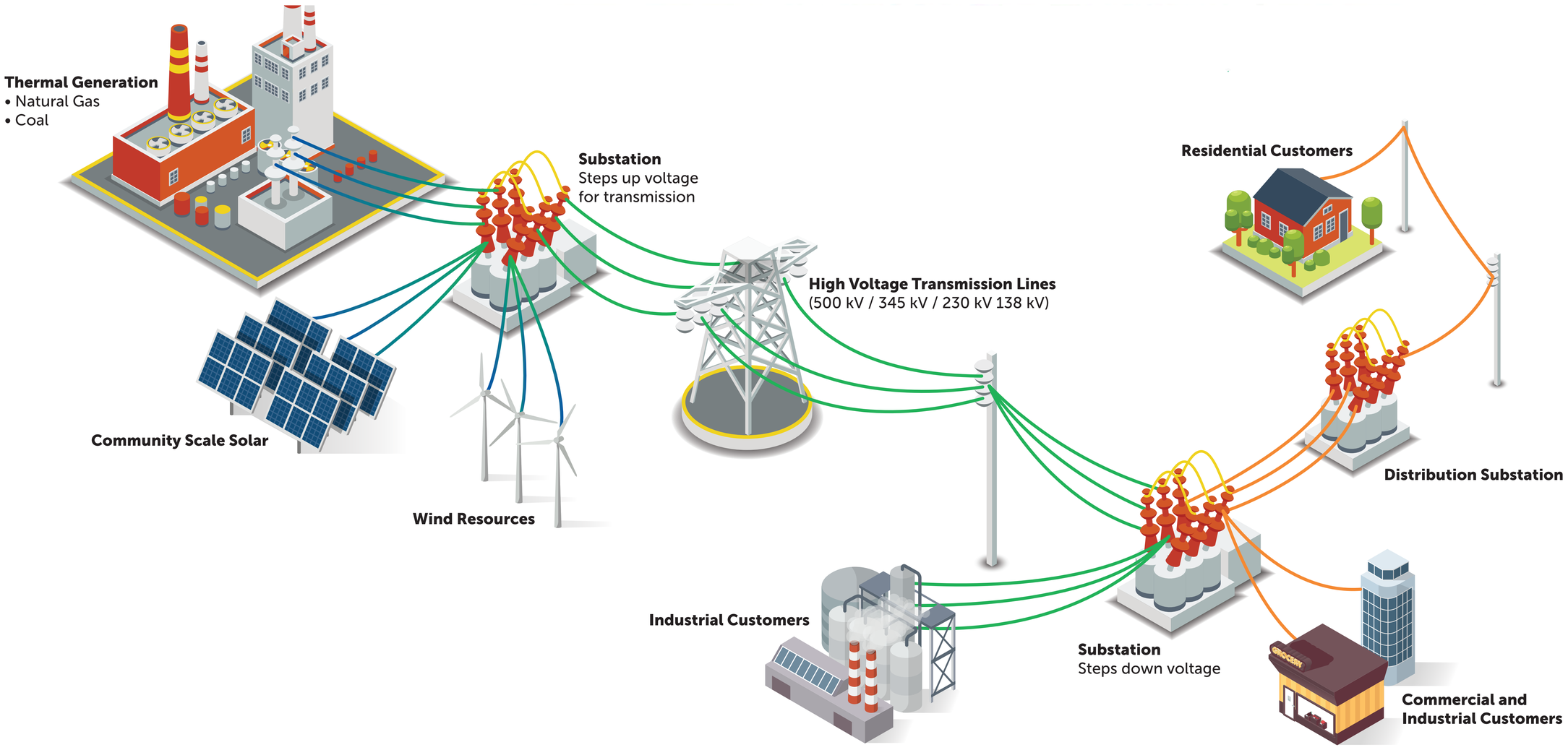
Town Council Public Hearing

On or After May 21, 2024

Public Input

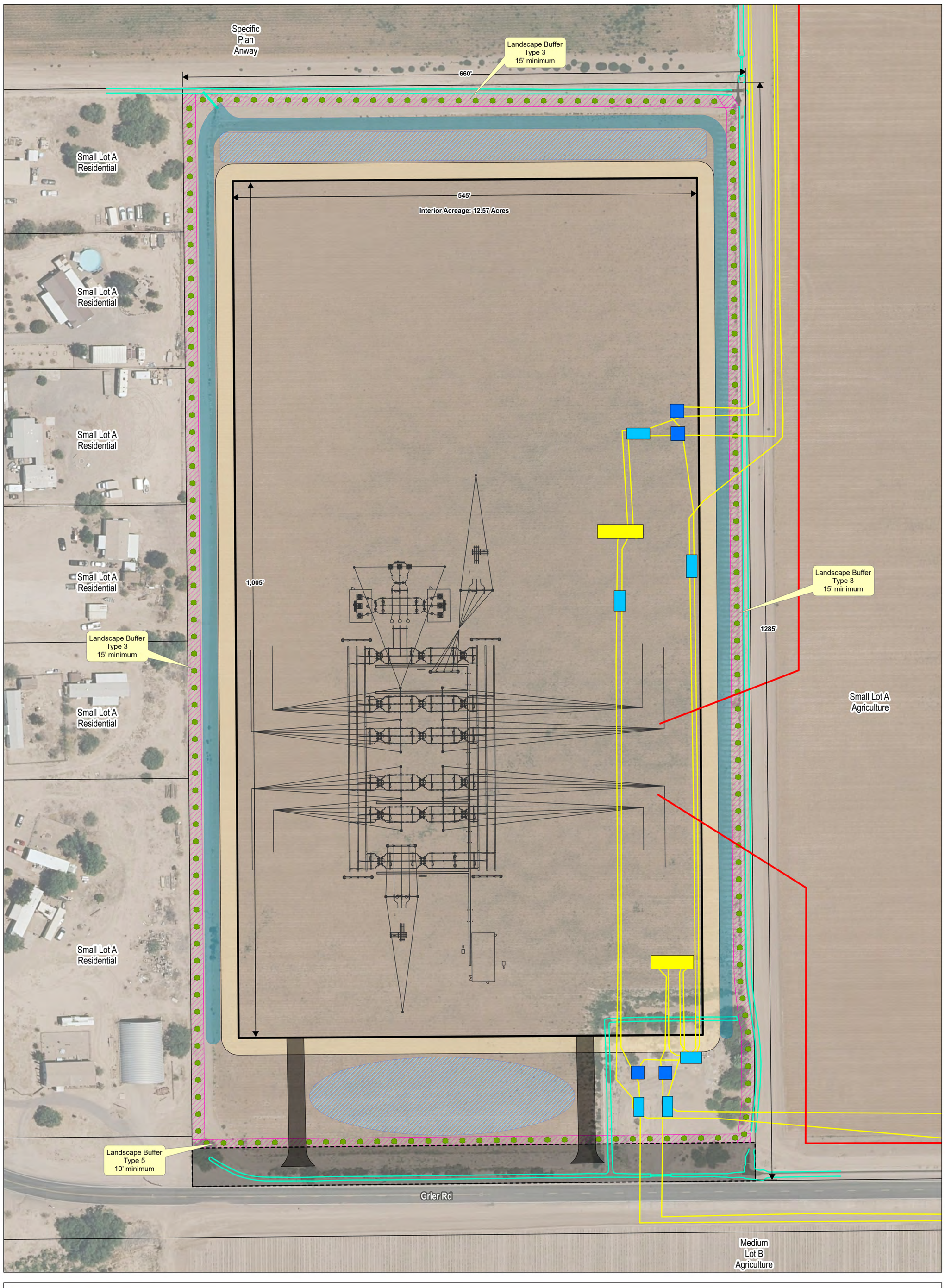
NOTE: Rezone and General Plan Amendment Requests are Reviewed by Town of Marana Concurrently

How Power Gets to You



Generation | Transmission | Sub-Transmission and Distribution

Grier 138-kV Substation



TEP Tucson Electric Power
Land Resources

Grier Substation

Conceptual Site Plan

- Conceptual Vegetation
- 12' Masonry Wall
- Irrigation Channel
- Parcels
- Drainage Feature
- Retention Basin
- 20' Driveway
- 20' Security Road
- Landscape Buffers
- 45' Future Road Right-of-Way Dedication
- Conceptual Underground Distribution Line
- Conceptual Transmission Line
- Approved Transmission Line
- PME
- New Pull Box
- Switchgear

N

0 25 50
1 Inch = 50 Feet

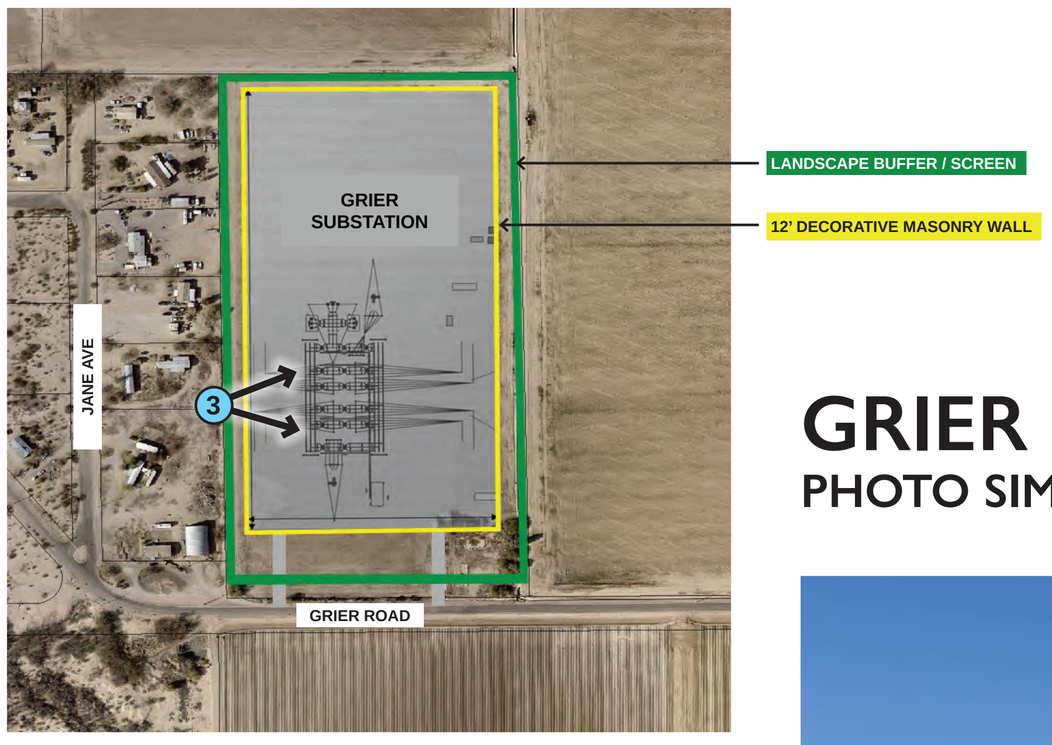
Sources: Esri, UNS, TEP and Pima County GIS
Projection: NAD 1983 UTM Zone 12N
Basemap: PAG 2021

This map is for planning purposes only. TEP and UNS Energy make no warranty of its accuracy.

3/28/2024

Grier 138-kV Substation

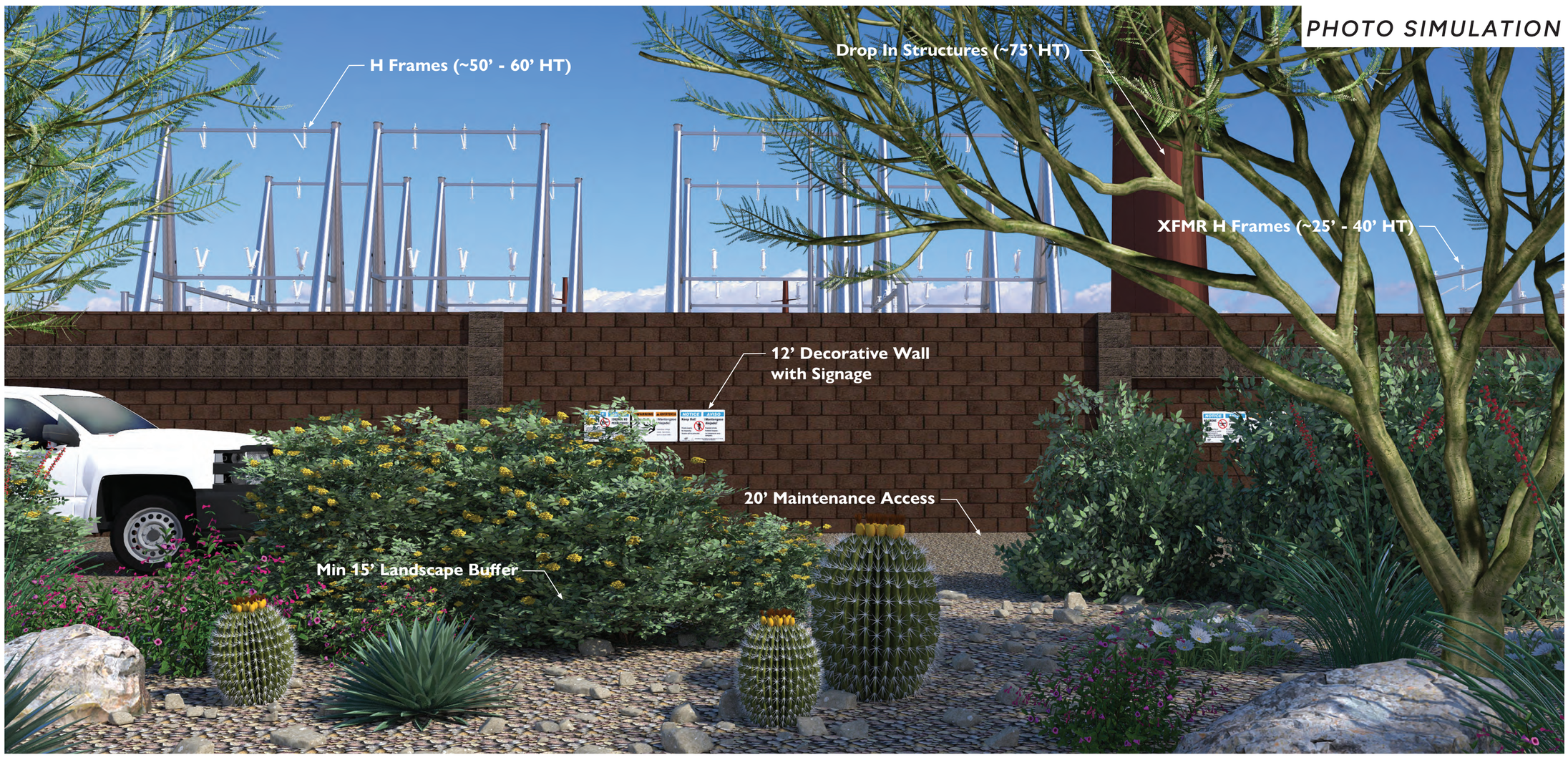
VIEW POINT



GRIER SUBSTATION
PHOTO SIMULATION #3

EXISTING CONDITIONS

PHOTO SIMULATION



Note: This exhibit is for visual purposes only and subject to change pending final engineered plans. Transmission Structure locations are subject to ACC CEC approval. Locations shown are estimates.

FROM THE WEST
LOOKING EAST

Grier 138-kV Substation

VIEW POINT

GRIER SUBSTATION
PHOTO SIMULATION #1

EXISTING CONDITIONS

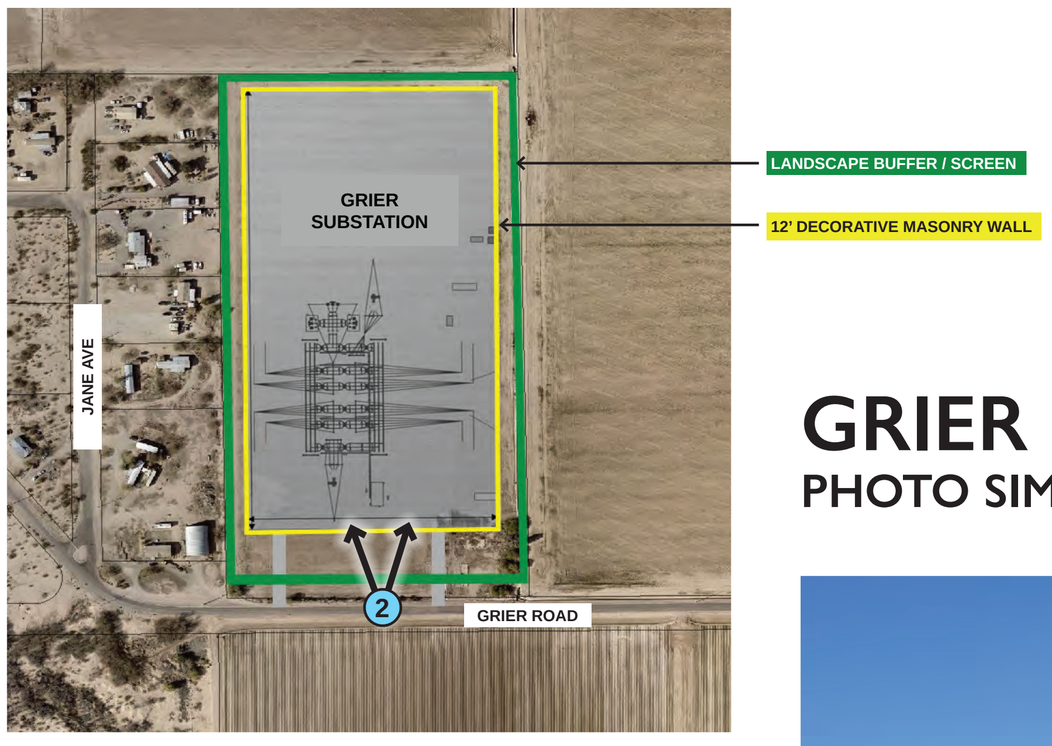
PHOTO SIMULATION

Note: This exhibit is for visual purposes only and subject to change pending final engineered plans. Transmission Structure locations are subject to ACC CEC approval. Locations shown are estimates.

FROM THE SOUTHEAST CORNER
LOOKING NORTHWEST

Grier 138-kV Substation

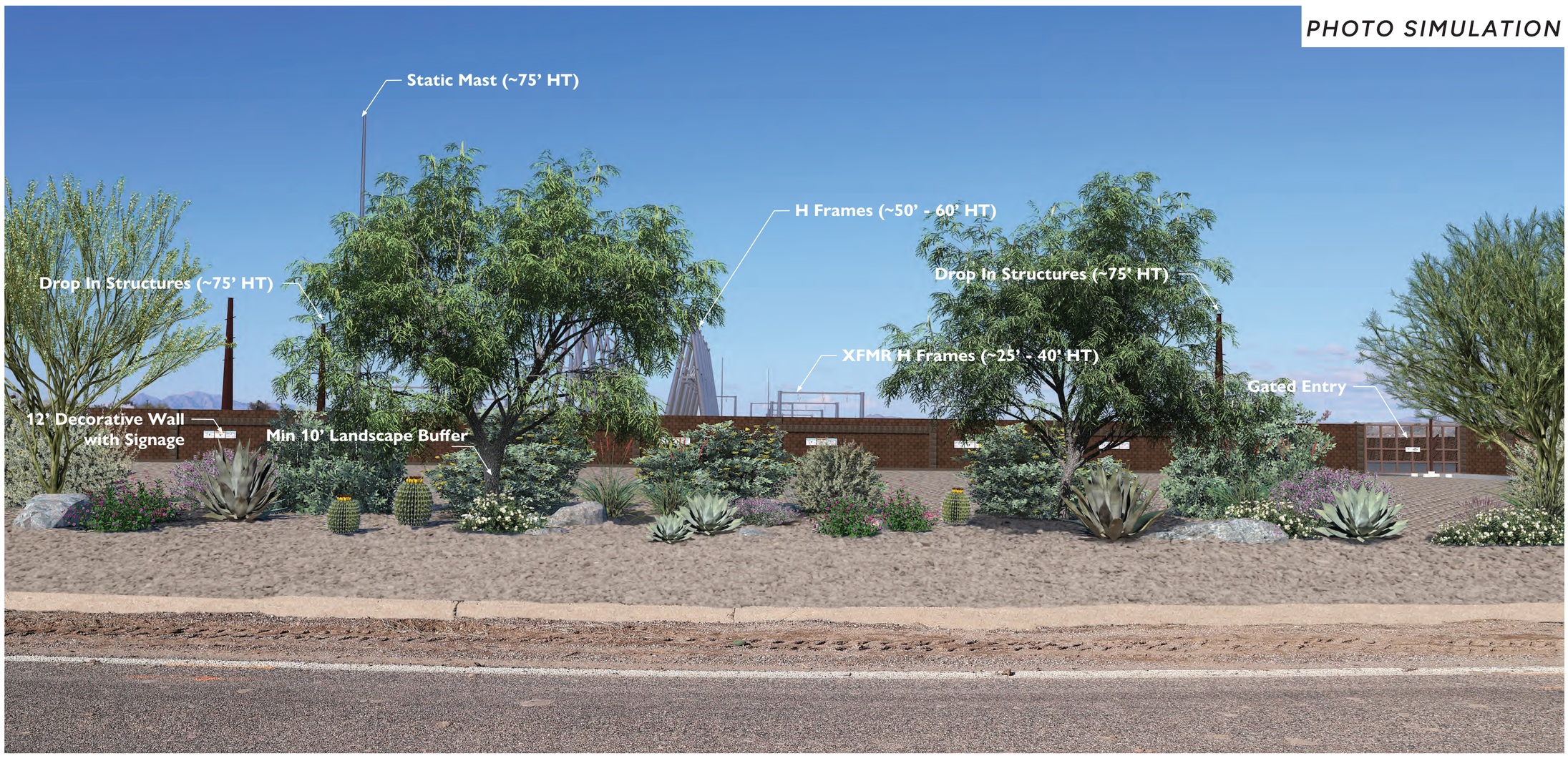
VIEW POINT



GRIER SUBSTATION
PHOTO SIMULATION #2

EXISTING CONDITIONS

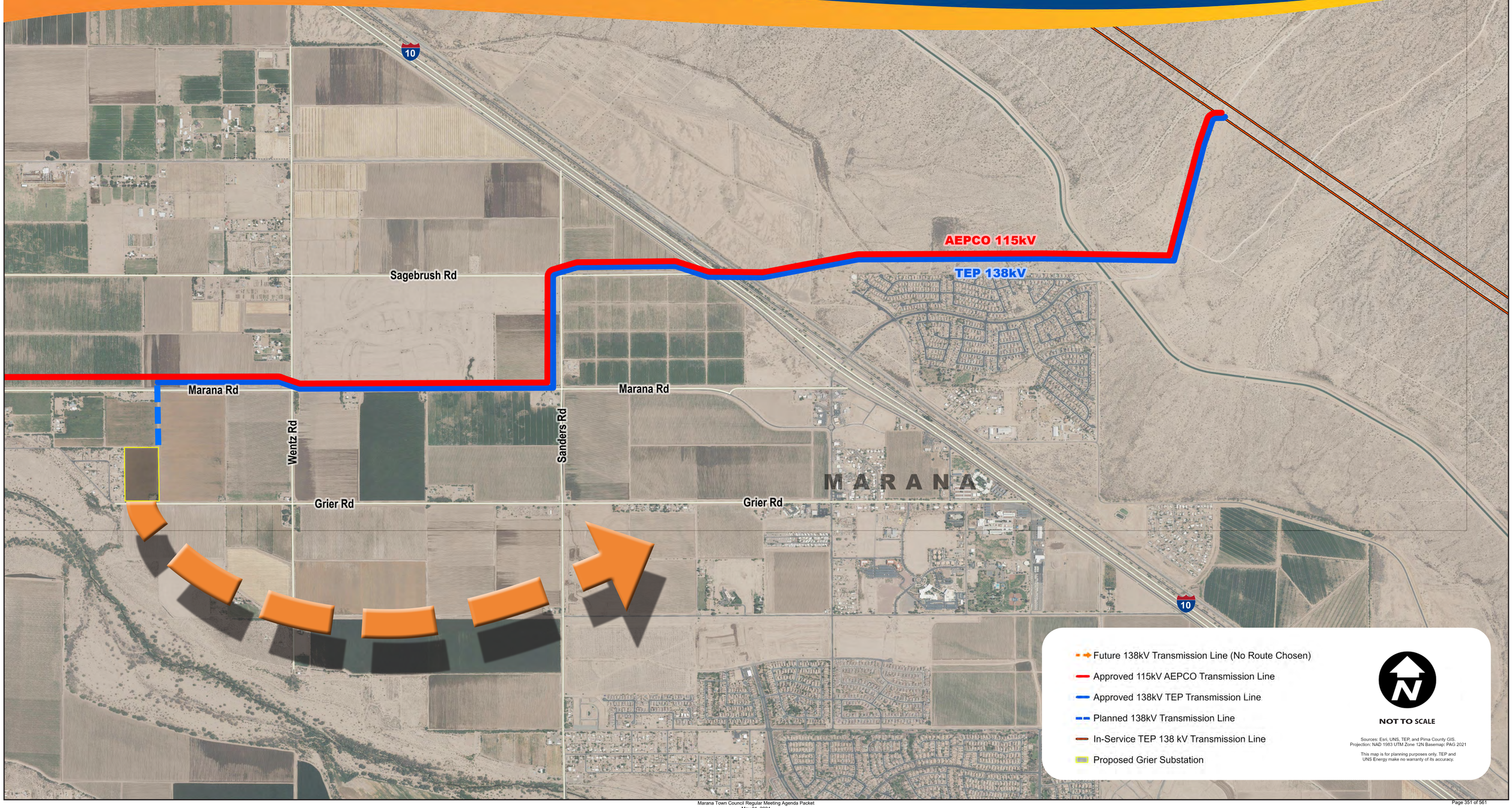
PHOTO SIMULATION



Note: This exhibit is for visual purposes only and subject to change pending final engineered plans. Transmission Structure locations are subject to ACC CEC approval. Locations shown are estimates.

FROM THE SOUTH
LOOKING NORTH

Grier 138-kV Substation
AEPCO Saguaro-Marana Connection



Tucson Electric Power

ATTACHMENT D

Substation Safety and Noise Standards and Regulations

Substation Safety Standards

Tucson Electric Power complies with National Electric Safety Code (NESC) under guidelines set forth by the Institute of Electrical and Electronic Engineers (IEEE), the "world's largest technical professional society designed to serve professionals involved in electrical, electronic, and computing fields and related areas of science and technology that underlie modern civilization[1]."

The NESC is the American National Standard for the safety of electric power supply and communication utility systems installed and maintained by public or private utilities. The code applies to generation, transmission, and distribution of electric energy and communication signals.

The Arizona Corporation Commission (ACC), who regulates the state's utilities, last adopted the 2007 NESC as the safety standard for the provision of electric service in Arizona[2]. TEP, in its Rules and Regulations is required to comply, construct, and provide service in accordance with the provisions of these standards.

Noise

Town of Marana (TOM) regulates construction noise through the Town Code, Chapter 11-5-4, which states that it is unlawful to have construction noise between the hours of 7:00 p.m. and 6:00 a.m. on weekdays, between the hours of 7:00 p.m. and 7:00 a.m. on Saturdays, and between the hours of 7:00 p.m. and 9:00 a.m. on Sundays on any construction site located within 500 feet of any residential zone district.

TOM does not have noise standards for commercial and industrial uses (Chapter 17-8), however TEP would meet the noise requirements of TOM Code Chapter 11-5-3 for the resort and recreation zone, which limits any amplified noise that causes the noise level when measured at the property line to exceed the noise standards found in Table 1.

TABLE 1
Maximum noise levels measured at property line
7:00 a.m. to 10:30 p.m.—Not to exceed 55dBA
10:30 p.m. to 7:00 a.m.—Not to exceed 50dBA

The primary noise emitting equipment within a substation is the transformer which converts alternating current from one voltage to another. Based on sound data provided by Delta Star, the manufacturer of TEP's 138 kV transformers, the noise reading 3 feet from the transformer is 72 decibels (dBA). Using standard "doubling of the distance" methodology, noise emitted by the transformer will be below the 50 dBA limit at 48 feet from the transformer and at 36 dBA 192 feet from the transformer, well below the TOM noise standards. See Figure 1 on back for a diagram that demonstrates the "doubling of the distance"[3] methodology.

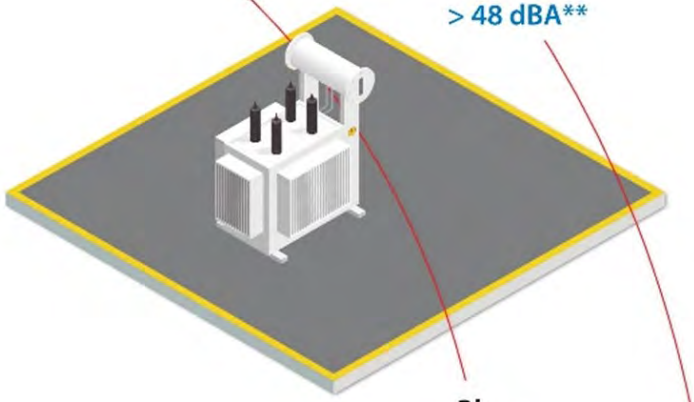
---

[1]"History of IEEE." IEEE, www.ieee.org/about/ieee-history.html, 29 Apr. 2020.

[2]A.A.C. R14-2-208 Provision of Service

[3]The sound pressure level (SPL) decreases with doubling of the distance by (−)6 DBA. The sound pressure falls 1/2 times (50%) of the sound pressure of the initial value. It drops with the ratio 1/r of the distance. The sound intensity level decreases with doubling of the distance by (−)6 DBA. https://esi-engineering.com/resources/blog/seven-ways-reduce-noise/

NOISE ANALYSIS



50′
> 48 dBA**

3′
> 72 dBA*

100′
> 42 dBA**

200′
> 36 dBA**

TEP
Tucson Electric Power

Substation

Transformer

Residence

* Delta Star Incorporated

** Doubling of Distance

For purposes of discussion with Pima County Development Services;
TEP makes no warranty of accuracy for other purposes.

Rev. 04/24/2020

Tucson Electric Power

Electric and Magnetic Fields

Electric and magnetic fields (EMFs) are part of our everyday environment. They are emitted by power lines and other electrically powered systems that light, cool and heat our homes, provide our communications and entertainment and support other aspects of our modern lifestyle. EMFs also are produced naturally by the Earth.

For more than 30 years, scientists and researchers from universities, national laboratories, health agencies, the World Health Organization and other groups have conducted research activities into possible health effects of EMFs. According to research by the World Health Organization, the National Research Council, the National Institute of Environmental Health Sciences, the National Cancer Institute and other organizations, there are no confirmed health risks caused by exposure to low-level EMFs.

EMFs weaken significantly as they extend away from the source. TEP designs and builds its equipment to meet or exceed national building and safety standards. Median magnetic field strength, measured in milliGauss (mG), for common household items and overhead power lines is shown in the chart below.

Typical Magnetic Field Levels at Various Distances

Measured in milliGauss (mG)

		0 inches away*	6 inches away	1 foot away	2 feet away	3 feet away	33 feet away	66 feet away	98 feet away	131 feet away
Appliances	Electric Blanket	22 mG								
	Vacuum Cleaner		300 mG	60 mG	10 mG	1 mG				
	Electric Oven		9 mG	4 mG						
	Hair Dryer		300 mG	1 mG						
	Microwave Oven		200 mG	4 mG	10 mG	2 mG				
	Refrigerator		2 mG	2 mG	1 mG					
	Computer & Monitor		14 mG	5 mG	2 mG					
	Washing Machine		20 mG	7 mG	1 mG					
Power Lines	25 kV	10 mG					5 mG	2 mG	1 mG	
	69 kV	18 mG					6 mG	3 mG	1 mG	
	138 kV	33 mG					22 mG	11 mG	5 mG	3mG
	230 kV	38 mG					28 mG	15 mG	8 mG	5 mG
	500 kV	81 mG					72 mG	51 mG	33 mG	21 mG

* Measurements taken directly beneath power lines, typically at about three feet above the ground.
A milliGauss is one thousandth of a Gauss, a unit of measurement of magnetic flux density.

Source (appliances): National Institute of Environmental Health Sciences
Source (power lines): BC Hydro

Learn more at tep.com/electric-and-magnetic-fields

Tucson Electric Power

ATTACHMENT E

Grier 138-kV Public Meeting Open House April 4, 2024

Sign-in Sheet

Date: April 4, 2024
Time: 6:00pm
Meeting Location: Marana Municipal Complex, 11555 W. Civic Center Dr.

Time In	Name	Address	Email	Phone
	JoAnn Miller	11650 N Shannon Rd	REMJR1949@GMAIL.C	520 609-9230
	Mr & Mrs Peters	13610 N. Jane	bearandsharon@juno.com	
	Linda Shepherd	13932 N. Jane Ave	LKShepherd17@gmail.com	520-248-4
	Jimmy Stokes	12620 N Steele Dr		520 682 3911
	Floyd Shepherd	13932 N Jane Ave		520 612 783-
	Roxanne Ziegler	7460 W. Mountain Sky Dr.	~~fo~~ rziegler@marana.com	520 465-1711
	Patti Comerford	8177 N Torrey Pl	patticomerford@yahoo.com	520 603-1378
6:30pm	CHRIS+ROANA PAYNE	13748 N. JANE AVE	cgplocnar@yahoo.com	520-400-0043

Tucson Electric Power

ATTACHMENT F

Grier 138-kV Substation

TEP

Public Comment Form

Formulario de comentario público

Comments submitted will become part of the project record. / *Comentarios seran parte de los archivos del proyecto.*

Name: Roxanne Ziegler
Nombre

Address:
Dirección

City/State/ZIP code:
Ciudad/Estado/Código Postal

Email:
Correo Electrónico

Phone:
Número de teléfono

My comment is:
Mi comentario es:

Where was the town staff. ! !

THANK YOU FOR YOUR PARTICIPATION!
¡Gracias por su participación!

tep.com/grier-substation

Grier 138-kV Substation

TEP

Public Comment Form

Formulario de comentario público

Comments submitted will become part of the project record. / *Comentarios seran parte de los archivos del proyecto.*

Name: Linda & Floyd Shepherd
Nombre

Address: 13932 N Jane Ave
Dirección

City/State/ZIP code: Marana, Az 85653
Ciudad/Estado/Código Postal

Email: Lkshepherd17@gmail.com
Correo Electrónico

Phone: 520-248-4078
Número de teléfono

My comment is:
Mi comentario es: Very disapointed not all of Corncil members showed up!

We are against this project so close to our home. As I stated at the council meeting I fear for my health + am fearful of our property value will significantly decrease! I am asking the property owner to not sell this property. TEP said they were not going to condemn it. Please sell another lot! I know the substation is needed but not so close to our homes. As for voting please VOTE NO. Also as for the Saguaro transmission lines it would have been nice to have been notified that those lines were getting approved & did get approved.

Please reconsider this project

THANK YOU FOR YOUR PARTICIPATION!
¡Gracias por su participación!

tep.com/grier-substation

Grier 138-kV Substation

Public Comment Form
Formulario de comentario público

Comments submitted will become part of the project record. / *Comentarios seran parte de los archivos del proyecto.*

Name: *Nombre* Zayden Shepherd

Address: *Dirección* 13932 North jane ave

City/State/ZIP code: *Ciudad/Estado/Código Postal* Marana AZ 85653

Email: *Correo Electrónico* [redacted]

Phone: *Número de teléfono* 520-248-4078

My comment is:
Mi comentario es: Why Do you guys put it right there? You know you should put it somewhere else Else where the new houses are being built Not trying to be mean but that Substation can give humans cancer you now that to. Put the Substation Some Where else think of the people!

THANK YOU FOR YOUR PARTICIPATION!
¡Gracias por su participación!

tep.com/grier-substation

Grier 138-kV Substation

TEP

Public Comment Form

Formulario de comentario público

Comments submitted will become part of the project record. / *Comentarios seran parte de los archivos del proyecto.*

Name: JOANN MILLER
Nombre

Address:
Dirección

City/State/ZIP code:
Ciudad/Estado/Código Postal

Email: REMJR1949@GMAIL.COM
Correo Electrónico

Phone: 520-609-9230
Número de teléfono

My comment is:
Mi comentario es:

We own the property that the conceptual dotted line goes thru & this is our dirt irrigation Road - It needs to be moved to go to the middle of the farm land to the EAST where there are no fewer houses

THANK YOU FOR YOUR PARTICIPATION!
¡Gracias por su participación!

Grier 138-kV Substation

TEP

Public Comment Form

Formulario de comentario público

Comments submitted will become part of the project record. / *Comentarios seran parte de los archivos del proyecto.*

Name: CHRIS + ROANA PAYNE
Nombre

Address: 13748 N. JADE AVE.
Dirección

City/State/ZIP code: MARANA, AZ. 85653
Ciudad/Estado/Código Postal

Email: cgpLocnar@yahoo.com
Correo Electrónico

Phone: 520-400-0043
Número de teléfono

My comment is:
Mi comentario es: MY CONCERN IS PROPERTY TAXES AND PROPERTY VALUE. [redacted] OUR PROPERTY VALUE WILL MOST LIKELY GO DOWN, PEOPLE INTERESTED IN OUR PROPERTY MAY HAVE SECOND THOUGHTS DUE TO THE SUBSTATION.

THANK YOU FOR YOUR PARTICIPATION!
¡Gracias por su participación!

tep.com/grier-substation

Grier 138-kV Substation

TEP

Public Comment Form

Formulario de comentario público

Comments submitted will become part of the project record. / *Comentarios seran parte de los archivos del proyecto.*

Name: Gerald and Sharon Peters
Nombre

Address: 13610 N. Jane Ave.
Dirección

City/State/ZIP code: Marana, AZ 85653
Ciudad/Estado/Código Postal

Email: bearandsharon@juno.com
Correo Electrónico

Phone: 520-682-4143
Número de teléfono

My comment is:
Mi comentario es:

We are very much against this substation going in right beside our property. We've lived at Grier & Jane for 30 years and through all struggles paid the bills on time and built a nest egg. No one seems to be able to truly say how this will affect the value of our property and how much it will go down. This is our retirement. It's so unfair to risk it.

There's so much land not around homes that could be used for this.

Please reconsider this plan.

THANK YOU FOR YOUR PARTICIPATION!
¡Gracias por su participación!

Tucson Electric Power

ATTACHMENT G

From: Ortiz Y Pino, Christopher
To: Renee Darling; Gerald Berthelette
Cc: Pugh, Brian
Subject: Grier Substation- Public Comment Record of Conversation
Date: Friday, March 22, 2024 9:44:22 AM
Attachments: image001.png

Linda Shepard
13932 N. Jane Ave
(520) 612-7833
9:00 am on Friday 3/22/2024

Mrs. Shepard called to say how upset she was regarding the lack of notice of the neighborhood meeting for the proposed Grier Substation. She said that her home was exactly 334' from the property and thought it was in really poor taste for TEP to not consider notifying the whole adjacent neighborhood as they would all be affected by the substation, not just those within 300' of the property. Mrs. Shepard is very upset at the prospect of living near a substation and clearly articulated her opposition to the project.

I informed Mrs. Shepard that the April 4 neighborhood meeting is designed to inform neighbors of the project and answer any questions. I told her that there would be two additional opportunities to state her opposition to the project before the Planning and Zoning Commission, and the Marana Town Council.

Chris Ortiz y Pino
Environmental & Land Use Planner
Tucson Electric Power
520-633-8693

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Ortiz Y Pino, Christopher
To: Gerald Berthelette; Renee Darling
Cc: Pugh, Brian
Subject: Grier Substation Summary of Conversation
Date: Thursday, April 4, 2024 10:47:03 AM
Attachments: image001.png

Missed phone call received at 11:37am on April 3, 2024 from 520-345-9323
Call back at 12:38am
Caller did not provide their name or address, but mentioned their home is nearest to the substation.

The woman I spoke with on the phone wanted to know if she needed to attend then neighborhood meeting because she had already attended a meeting to relay her concerns. I inferred that the meeting she was speaking to was the Town Council Meeting in January in which there were several neighbors who spoke at call to the audience. I let her know that the neighborhood open house meeting TEP would be discussing the proposed project, the rezoning process and timeline, as well upcoming opportunities to have their voice heard at the Planning Commission Public Hearing and the Town Council hearing. She said that she would be letting all of her neighbors know that they need to attend.

Chris Ortiz y Pino
Environmental & Land Use Planner
Tucson Electric Power
520-633-8693

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CROWN WEST
LAND GROUP

333 East Wetmore Road, Suite 250 Tucson, AZ 85705 520-888-3962 502-888-3198 fax www.crownwest.com

IN SUPPORT OF IMPROVING THE TOWN OF MARANA'S ELECTRIC INFRASTRUCTURE

May 10, 2024

Town of Marana
Attn: Mayor & Council, Town Manager, Development Services Dept.
Marana Municipal Complex
11555 W. Civic Center Drive
Marana, AZ 85653

Subject: Tucson Electric Power Grier Substation Project

Greetings:

Crown West Land Group supports the benefits the proposed Tucson Electric Power Company (TEP) Grier 138 Kilovolt Substation, to be located at 13860 W. Grier Road, will bring to the Town. We have worked closely with TEP throughout the development of our Gladden Farms community and recognize that the new substation is needed to support reliable electric service for current, planned, and future development in the Town and surrounding areas.

We believe the need to develop the Project is clear, as it will ensure the long-term viability and adaptability of the electrical grid. It is our understanding that the project will provide enhanced voltage control, grid efficiency, and help to maintain stable voltage levels throughout the system. The Grier Substation project will strengthen electric reliability for customers, meet future energy needs, and expand power capacity in the area to help drive economic development.

We also believe that the Project's selected site is appropriate for this use, and that with the proposed setbacks and buffering, the facility will prove to be a benefit to the entire region.

We strongly support the approval of TEP's Minor General Plan Amendment and Rezone request.

Sincerely,

Dean Wingert, Vice President
Crown West Land Group

Council-Regular Meeting **A2**

Meeting Date: 05/21/2024

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: May 21, 2024

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

Subject: Ordinance No. 2024.013: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (Yiannis Kalaitzidis)

Resolution No. 2024-050: Relating to Finance; declaring as a public record filed with the Town Clerk the amendments to the Town of Marana Comprehensive Fee Schedule adopted by Ordinance No. 2024.013 (Yiannis Kalaitzidis)

Discussion:

The Town created a town-wide, Comprehensive Fee Schedule (Schedule) and standardized fees across all departments. At the time of that ordinance's adoption, it was determined that an annual review of the Schedule should occur to ensure that the Town was continuing to cover its costs, where appropriate, and that it was charging fair and equitable fees to its customers.

Staff conducted this year's review of the Schedule with the following goals in mind:

- Ensure that fees reflect the actual cost of providing programs and services to customers, where appropriate.
- Identify opportunities to streamline, consolidate and modernize the application and use our fees to encourage/facilitate development.
- Eliminate errors, inconsistencies and unused items within the existing comprehensive fee schedule.

Staff presented the proposed changes to Council at the March 5, 2024 meeting. Notification letters of possible fee schedule changes were sent to the

Southern Arizona Home Builders Association (SAHBA) and the Metropolitan Pima Alliance (MPA) to provide them the opportunity to review the proposed changes to the Schedule and clarify any issues or areas of concern. We did not receive any comments.

Pursuant to A.R.S. Section 9-499.15, the Town did post notice of possible changes to the Schedule, as required. This statute requires that the Town provide notice on its website of any new or increased fees for businesses at least 60 days before the meeting is scheduled to consider approving the new fees and/or fee increases. Additionally, the Town published a notice of intent to establish or increase taxes, assessments, or fees including assessments on its website at least 15 days before the meeting is scheduled to consider approving the new fees and/or fee increases.

If approved, the Schedule, including specific amendments will be effective on July 1, 2024.

Financial Impact:

The proposed approval of the amendments to the Town Comprehensive Fee Schedule will not have a material impact on revenues.

Staff Recommendation:

Staff recommends adoption of the amendments to the Comprehensive Fee Schedule.

Suggested Motion:

I move to adopt Ordinance No. 2024.013, adopting the amendments to the Town of Marana Comprehensive Fee Schedule and designating an effective date and Resolution No. 2024-050, declaring the amendments a public record.

Attachments

Ordinance No. 2024.013
Resolution No. 2024-050
Exhibit A to Resolution
Summary of Changes

MARANA ORDINANCE NO. 2024.013

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE; AND DESIGNATING AN EFFECTIVE DATE

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

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

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on September 19, 2023, via Ordinance 2023.028; and

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

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

SECTION 1. The amendments to the Town of Marana Comprehensive Fee Schedule, one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which were made a public record by and attached as Exhibit A to Resolution No. 2024-050 of the Town of Marana, Arizona, are hereby referred to, adopted, and made a part of this ordinance as if fully set out here.

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

SECTION 3. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance; provided, however, that this repeal shall not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any

court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. This ordinance shall become effective on July 1, 2024.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 21st day of May, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2024-050

RELATING TO FINANCE; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS TO THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE ADOPTED BY ORDINANCE NO. 2024.013

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the amendments to Town of Marana Comprehensive Fee Schedule adopted by Marana Ordinance No. 2024.013, a copy of which is attached to and incorporated in this resolution as Exhibit A and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of May, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

EXHIBIT A TO MARANA RESOLUTION NO. 2024-050
Amendments to the Town of Marana Comprehensive Fee Schedule
Pursuant to Marana Ordinance No. 2024.013

SECTION 1. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2021.008, and made a public record by Resolution No. 2021-071, as previously amended, is hereby amended (with deletions shown with ~~strikeouts~~ and additions shown with double underlining) (only amendments to the fee schedule are shown; the remainder of the fee schedule is unchanged):

Fee/Description	Amount	Unit of Measure	Notes
COMMUNITY SERVICES: PARKS, RECREATION & SPECIAL EVENTS - PROGRAMMING			
Parks & Recreation Activity Registration or Refund Administration Fee	10% of ~~Refund~~ Program Amount	Per cancellation or refund	~~All refunds, unless refund not due to the fault of the customer, are subject to a 10% Administrative Fee, and online processing (convenience) fees are nonrefundable. Refund requests must be emailed to marana.parks@maranaAZ.g ov.~~ Fee is applied for all customer-requested cancellations. Fee is not applied for Town-initiated cancellations. Online processing (convenience) fees are non-refundable and are not included in calculating the amount of the Facility Cancellation Fee. Refund requests must be submitted in writing at least four days in advance of reservation date and can be emailed to marana.parks@maranaaz.gov

COMMUNITY SERVICES: PARKS, RECREATION & SPECIAL EVENTS - PARK RENTALS			
~~Park Rental Bundle~~ Special Event Park Package- Minor less than 1000 attending	$500.00	Per park/Per date	Reservation of ~~all~~ designated ~~-~~rentable park spaces, utilities, Event Application Fee, Beer & Wine Permit. (Additional fees ~~for liquor license~~ may apply for public events). Event ~~A~~application can be submitted up to 6 months in advance.
Special Event Park Package- Major 1000 or more attending	$1500.00	Per park/Per date	Reservation of designated rentable park spaces, utilities, Event Application Fee, Beer & Wine Permit. (Additional fees may apply for public events). Event application can be submitted up to 6 months in advance.
Facility Cancellation Fee for: Park Facility Rental: Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court, available turf areas; Standard Ramada Rental; Event Ramada Rental; ~~Park Rental Bundle~~; Youth Non-Profit Contract User Groups; Park Facility Rental; Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court (Premium Hour Fee)	10% of ~~Refund~~ Reservation Amount	Per Reservation Cancelation	~~Any cancelations to a reservation must be submitted in writing or by email at least three days before the reservation date. The Facility Cancelation Fee will apply to cancellations made less than three days before the reservation date.~~ Fee is applied for all customer-requested cancellations. Fee is not applied for Town-initiated cancellations. Online processing (convenience) fees are non-refundable and are not included in calculating the amount of the Facility Cancellation Fee. Refund requests must be submitted in writing at least four days in advance of reservation date and can be emailed to marana.parks@maranaaz.gov. Does not apply to Park Rental Package.

COMMUNITY SERVICES: PARKS, RECREATION & SPECIAL EVENTS - EVENTS			
Special Event Permit – Minor less than 1000 attending	$50.00	Per application	Does not apply to events where ~~park exclusive use~~ Special Event Park Package fee is paid. Includes safety inspection, right of-way and traffic control review if applicable to the event.
Special Event Permit – Major 1000 or more attending	$1000.00	Per application	Does not apply to events where ~~park exclusive use~~ Special Event Park Package fee is paid. Includes safety inspection, right of-way and traffic control review if applicable to the event.
COMMUNITY SERVICES: POLICE & COURTS – POLICE DEPARTMENT			
Video Review/Redaction Fee	$46.00	Per video hour reviewed	Minutes reviewed in excess of video-hour reviewed shall be rounded down to the nearest hour. For victim requests, the fee shall be waived as required by A.R.S. §39-127.
COMMUNITY SERVICES: POLICE & COURTS – COURT FEES			
~~Fee for Taking Default Judgment~~ Fee for processing a case default	$65.00	~~Per judgment~~ Per case default	Town Magistrate may waive fee based on defendant's financial report or in the interests of justice

DEVELOPMENT SERVICES: PLANNING - DEVELOPMENT			
Development Plan Package	$5180 Base + $70 per acre	Per application	~~One-time fee~~ Iincludes review of development plan, landscape plan, and improvement plans, title, drainage, geotechnical, and traffic reports for up to 3 submittals, $930 for each additional submittal. Revision to accepted plans are charged 30% of the original fee.
DEVELOPMENT SERVICES: ENGINEERING - DEVELOPMENT			
Drainage Report	$650.00	Per application	Includes up to 3 submittals, $150 for each additional submittal. Revisions to accepted submittals are $150 each submittal.
Grading Plan Review	$1300.00	Per application	Includes up to 3 submittals, $390 for each additional submittal. Revisions to accepted plans are $390 each submittal ~~30% of original fee~~.
Construction Plan Review	$1300.00	Per application	Includes up to 3 submittals, $390 for each additional submittal. Revisions to accepted plans are $390 each submittal ~~30% of original fee~~.

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
DEPARTMENT: Development Services					
Modification	Drainage Report	$650.00	Per application	Includes up to 3 submittals, $150 for each additional submittal. Revisions to accepted submittals are $150 each submittal.	The quality of submittals has significantly decreased in the last 2 years. A submittal should be able to obtain approval within 3 reviews. We are adding a resubmittal fee to capture the additional cost of reviews that go beyond 3 reviews. Currently approx. 50% of the applications are going beyond 3 reviews
	Drainage Report	$650.00	Per application	Includes up to 3 submittals, $150 for each additional submittal. Revisions to accepted submittals are $150 each submittal.	
Modification	Grading Plan Review	$1300.00	Per application	Includes up to 3 submittals, $390 for each additional submittal. Revisions to accepted plans are $390 each submittal ~~30% of original fee~~.	The quality of submittals has significantly decreased in the last 2 years. A submittal should be able to obtain approval within 3 reviews. We are adding a resubmittal fee to capture the additional cost of reviews that go beyond 3 reviews. Currently approx. 15% of the applications are going beyond 3 reviews
	Grading Plan Review	$1300.00	Per application	Includes up to 3 submittals, $390 for each additional submittal. Revisions to	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
				accepted plans are $390 each submittal.	
Modification	Construction Plan Review	$1300.00	Per application	Includes up to 3 submittals, $390 for each additional submittal. Revisions to accepted plans are $390 each submittal ~~30% of original fee~~.	The quality of submittals has significantly decreased in the last 2 years. A submittal should be able to obtain approval within 3 reviews. We are adding a resubmittal fee to capture the additional cost of reviews that go beyond 3 reviews. Currently approx. 20% of the applications are going beyond 3 reviews
	Construction Plan Review	$1300.00	Per application	Includes up to 3 submittals, $390 for each additional submittal. Revisions to accepted plans are $390 each submittal.	
Modification	Development Plan Package	$5180 Base + $70 per acre	Per application	~~One-time fee~~ Iincludes review of development plan, landscape plan, and improvement plans, title, drainage, geotechnical, and traffic reports for up to 3 submittals, $930 for each additional submittal. Revision to accepted plans are charged 30% of the original fee.	The quality of submittals has significantly decreased in the last 2 years. A submittal should be able to obtain approval within 3 reviews. We are adding a resubmittal fee to capture the additional cost of reviews that go beyond 3 reviews. Currently approx. 40% of the applications are going beyond 3 reviews

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	Development Plan Package	$5180 Base + $70 per acre	Per application	Includes review of development plan, landscape plan, and improvement plans, title, drainage, geotechnical, and traffic reports for up to 3 submittals, $930 for each additional submittal. Revision to accepted plans are charged 30% of the original fee.	
Modification	Special Event Permit – Minor less than 1000 attending	$50.00	Per application	Includes safety inspection, right of-way and traffic control review if applicable to the event. Does not apply to events where ~~park exclusive use~~ Special Event Park Package fee is paid.	Special Event Park Package verbiage provides consistency with the naming convention in the permit processing software. Aligns with changes requested by Parks
	Special Event Permit – Minor less than 1000 attending	$50.00	Per application	Includes safety inspection, right of-way and traffic control review if applicable to the event. Does not apply to events where Special Event Park Package fee is paid.	
Modification	Special Event Permit – Major 1000 or more attending	$1000.00	Per application	Includes safety inspection, right of-way and traffic control review if applicable to the event. Does not apply to events where ~~park exclusive use~~ Special Event Park Package fee is paid.	Special Event Park Package verbiage provides consistency with the naming convention in the permit processing software. Aligns with changes requested by Parks
	Special Event Permit – Major 1000 or more attending	$1000.00	Per application	Includes safety inspection, right of-way and traffic control review if applicable to the event. Does not apply to events where Special Event Park Package fee is paid.	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
DEPARTMENT: Parks					
Modification	~~Park Rental Bundle~~ Special Event Park Package- Minor less than 1000 attending	$500.00	Per park/Per date	Reservation of ~~all~~ designated rentable park spaces, utilities, Event Application Fee, Beer & Wine Permit. (Additional fees ~~for liquor license~~ may apply for public events). Event ~~A~~application can be submitted up to 6 months in advance.	Providing clarity on minor and major events for Park special event packages. Align verbiage with Town code regarding special events.
	Special Event Park Package- Minor less than 1000 attending	$500.00	Per park/Per date	Reservation of designated rentable park spaces, utilities, Event Application Fee, Beer & Wine Permit. (Additional fees may apply for public events). Event application can be submitted up to 6 months in advance.	
Addition	Special Event Park Package- Major 1000 or more attending	$1500.00	Per park/Per date	Reservation of designated rentable park spaces, utilities, Event Application Fee, Beer & Wine Permit. (Additional fees may apply for public events). Event application can be submitted up to 6 months in advance.	Provides clarification on special event park package fee for major events of more than 1000 attending. Verbiage will align with Town code.
	Special Event Park Package- Major 1000 or more attending	$1500.00	Per park/Per date	Reservation of designated rentable park spaces, utilities, Event Application Fee, Beer & Wine Permit. (Additional fees may apply for public events). Event application can be submitted up to 6 months in advance.	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
Modification	Facility Cancellation Fee for: Park Facility Rental: Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court, available turf areas; Standard Ramada Rental; Event Ramada Rental; ~~Park Rental Bundle~~; Youth Non-Profit Contract User Groups; Park Facility Rental; Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court (Premium Hour Fee)	10% of ~~Refund~~ Reservation Amount	Per Reservation Cancelation	~~Any cancelations to a reservation must be submitted in writing or by email at least three days before the reservation date. The Facility Cancelation Fee will apply to cancellations made less than three days before the reservation date.~~ Fee is applied for all customer-requested cancellations. Fee is not applied for Town-initiated cancellations. Online processing (convenience) fees are non-refundable and are not included in calculating the amount of the Facility Cancellation Fee. Refund requests must be submitted in writing at least four days in advance of reservation date and can be emailed to marana.parks@maranaaz.gov. Does not apply to Park Rental Package.	Changes will make the fee language consistent with our refund policy.
	Facility Cancellation Fee for: Park Facility Rental: Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court, available turf areas; Standard Ramada Rental; Event Ramada Rental; Youth Non-Profit Contract User	10% of Reservation Amount	Per Reservation Cancelation	Fee is applied for all customer-requested cancellations. Fee is not applied for Town-initiated cancellations. Online processing (convenience) fees are non-refundable and are not included in calculating the amount of the Facility Cancellation Fee. Refund requests must be submitted in writing at least four days in advance of reservation date and can be emailed to	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	Groups; Park Facility Rental; Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court (Premium Hour Fee)			marana.parks@maranaaz.gov. Does not apply to Park Rental Packages.	
Modification	Parks & Recreation Activity Registration or Refund Administration Fee	10% of Program Amount	Per cancellation or refund	~~All refunds, unless refund not due to the fault of the customer, are subject to a 10% Administrative Fee, and online processing (convenience) fees are nonrefundable. Refund requests must be emailed to marana.parks@maranaAZ.gov.~~ Fee is applied for all customer-requested cancellations. Fee is not applied for Town-initiated cancellations. Online processing (convenience) fees are non-refundable and are not included in calculating the amount of the Facility Cancellation Fee. Refund requests must be submitted in writing at least four days in advance of reservation date and can be emailed to marana.parks@maranaaz.gov	Special Event Park Permit verbiage provides consistency with the naming convention in the permit processing software.

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
	Parks & Recreation Activity Registration or Refund Administration Fee	10% of Program Amount	Per cancellation or refund	Fee is applied for all customer-requested cancellations. Fee is not applied for Town-initiated cancellations. Online processing (convenience) fees are non-refundable and are not included in calculating the amount of the Facility Cancellation Fee. Refund requests must be submitted in writing at least four days in advance of reservation date and can be emailed to marana.parks@maranaaz.gov	

CATEGORY/CHANGE REQUESTED	Fee/Description	Amount	Unit of Measure	Notes	Reason for Change
DEPARTMENT: Police					
Addition	Video Review/Redaction Fee	$46.00	Per video hour reviewed	Minutes reviewed in excess of video-hour reviewed shall be rounded down to the nearest hour. For victim requests, the fee shall be waived as required by A.R.S. §39-127.	Adding fee per ARS 39-129. This fee will be used to supplement the cost of employing individuals responsible for reviewing and redacting various forms of video for public records requests.
	Video Review/Redaction Fee	$46.00	Per video hour reviewed	Minutes reviewed in excess of video-hour reviewed shall be rounded down to the nearest hour. For victim requests, the fee shall be waived as required by A.R.S. §39-127.	
DEPARTMENT: Court					
Modification	~~Fee for Taking Default Judgment~~ Fee for processing a case default	$65.00	~~Per judgment~~ Per case default	Town Magistrate may waive fee based on defendant's financial report or in the interests of justice	July 22, 2019 / Ordinance No. 2019.015
	Fee for processing a case default	$65.00	Per case default	Town Magistrate may waive fee based on defendant's financial report or in the interests of justice	

Council-Regular Meeting **A3**

Meeting Date: 05/21/2024

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: May 21, 2024

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

Subject: PUBLIC HEARING: Resolution No. 2024-051: Relating to Budget; adopting the fiscal year 2024-2025 tentative budget (Yiannis Kalaitzidis)

Discussion:
In conformance with State law, the tentative budget must be adopted prior to the third Monday in July. The adoption of the tentative budget will set the maximum limit of expenditures (alternative expenditure limitation) for fiscal year 2024-2025. The total budget may be reduced prior to final adoption, but it cannot be increased. Additionally, Mayor and Council may reallocate funding among departments and/or programs.

In coordination with Mayor and Council, staff has prepared a tentative budget of $473,739,474 for fiscal year 2024-2025. This budget reflects the careful allocation of the Town's resources to Mayor and Council's goals. Additionally, this budget continues to make investments in current employees, resources and tools, and strategic positions.

The budget has been structurally balanced with ongoing revenues used to fund ongoing expenditures. Total revenues anticipated for fiscal year 2024-2025, excluding special taxing districts' secondary property taxes, are $271,873,217. Debt financing and existing fund balances will be utilized for one-time expenditures, carryover requests and capital projects.

The current budget reflects a baseline budget that allowed for increases due to market increases while expanding services and staff in order to continue providing quality

services to our residents. Increases include merit adjustments of 4%, and other pay adjustments resulting from a compensation plan update, that should allow the Town to remain competitive. The Capital Improvement Plan includes a number of large projects, including several interchange projects and funding for completion of the Community and Aquatics Center.

The tentative budget reflects an addition of 31.5 full time equivalent (FTE) positions, 16 of which are assigned to the operations of the Community and Aquatics Center. Total FTEs are increasing from 444.1 FTE positions in fiscal year 2023-2024 to 475.6 FTE positions for fiscal year 2024-2025. Positions were added to multiple departments in support of multiple functions, including public safety, water, public works, technology services, finance and parks and recreation.

The proposed Capital Improvement Plan (CIP) totals $315,433,048 or 67% of the tentative budget. A copy of the tentative five-year CIP schedule is included in this item as part of the overall tentative budget document.

The tentative budget is presented on forms prescribed by the Auditor General. The official budget forms will be published as required for two consecutive weeks in a newspaper of general circulation along with notices of public hearing on the final budget and the property tax levy. Staff will describe significant budget changes made since the Manager's Recommended budget presentation on April 22, 2024 at tonight's meeting.

Council will then hold a public hearing on June 18, 2024, and consider final budget adoption thereafter. The proposed tentative budget reflects the prudent allocation of financial resources required to meet the policy direction and vision of Mayor and Council. Accordingly, staff recommends adoption of the tentative budget for fiscal year 2024-2025 at $473,739,474.

Financial Impact:

Fiscal Year:	2025
Budgeted Y/N:	Y
Amount:	$473,739,474

Establishment of the overall alternative annual expenditure limitation for fiscal year 2024-2025, if approved.

Staff Recommendation:

Staff recommends approval of the fiscal year 2024-2025 tentative budget.

Suggested Motion:

I move to adopt Resolution No. 2024-051; adopting the fiscal year 2024-2025 tentative budget.

Attachments

Resolution No. 2024-051

Exhibit A to Resolution - Tentative Budget FY25

MARANA RESOLUTION NO. 2024-051

RELATING TO BUDGET; ADOPTING THE FISCAL YEAR 2024-2025 TENTATIVE BUDGET

WHEREAS in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Town Council did, on April 22, 2024, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Marana; and

WHEREAS in accordance with said chapter of said title, and following due public notice, the Council is holding a public meeting on May 21, 2024, at which meeting any taxpayer is privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS the sums to be raised by taxation as specified in the budget attached hereto as Exhibit A may not exceed, in the aggregate amount, the expenditure limitation to be set by the Council on June 18, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the budget setting forth the estimates of revenues and expenditures/expenses, attached hereto as Exhibit A and incorporated herein by this reference, as increased, decreased or changed by the Town Council, is hereby adopted as the tentative budget for the Town of Marana for fiscal year 2024-2025.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of May, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

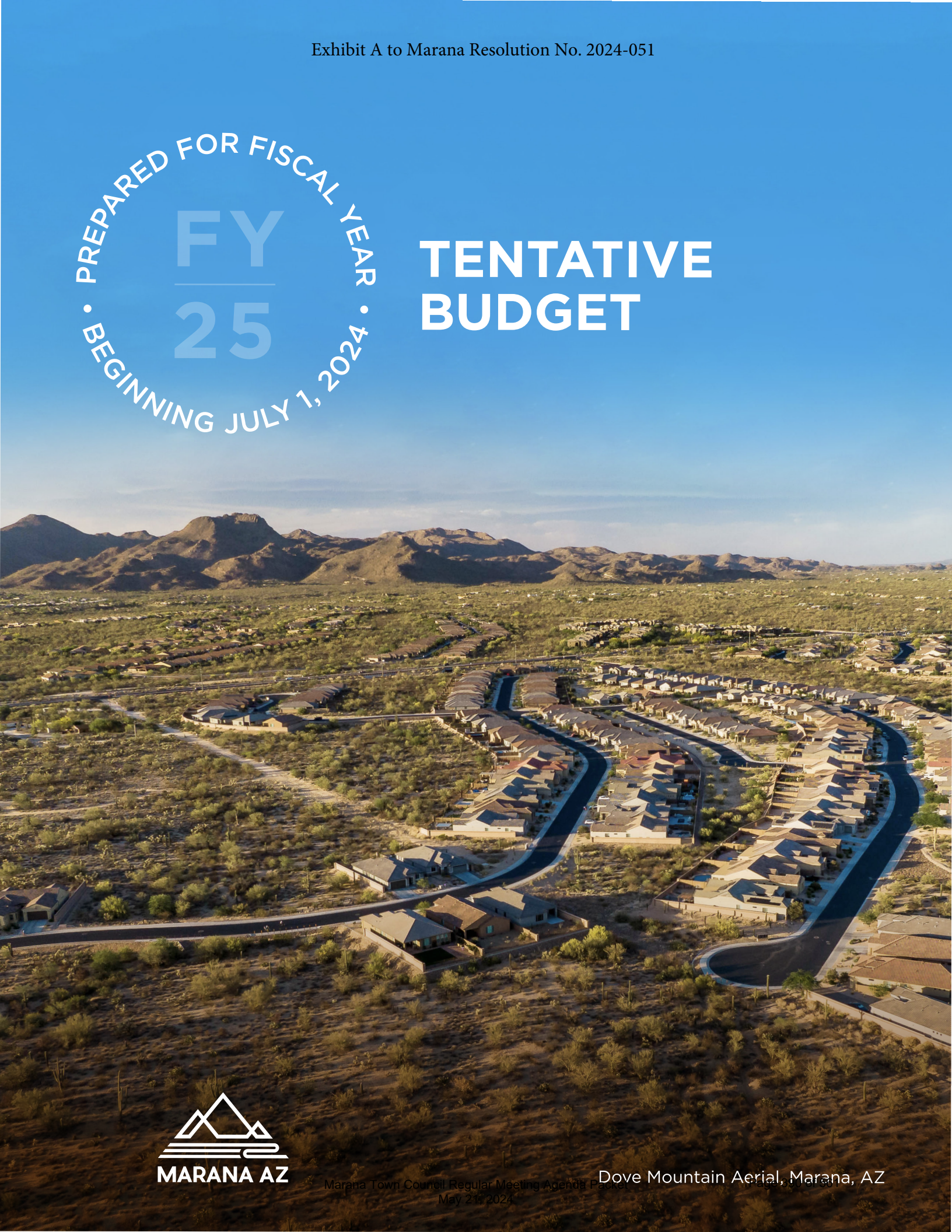
_____
Jane Fairall, Town Attorney

Exhibit A to Marana Resolution No. 2024-051

PREPARED FOR FISCAL YEAR • BEGINNING JULY 1, 2024 •

FY 25

TENTATIVE BUDGET



MARANA AZ

Dove Mountain Aerial, Marana, AZ

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FISCAL YEAR

2024-2025

TOWN MANAGER'S

Tentative Budget Message

To the Honorable Mayor and Council:

I am pleased to present you with the Fiscal Year (FY) 2024-2025 Manager's Tentative Budget for the Town of Marana (Town). This tentative budget is a structurally balanced spending plan that reflects the Town's commitment to responsible fiscal policy, stewardship of public monies, and long-term sustainable financial planning.

Every year during the budgeting process, we closely examine our goals and accomplishments to ensure the budget is aligned with the vision and strategic priorities established by the Mayor and Town Council. This past year, we have had many accomplishments across the five Focus Areas of our Strategic Plan: Cherished Heritage, Vibrant Community, Thriving Commerce, Healthy Lifestyles, and Proactive Public Services. This budget represents a thoughtful and strategic approach to ensure we continue to make progress in each of the Town Council Focus Areas while delivering effective and efficient services to our growing community.

Cherished Heritage

Marana's heritage and history are near and dear to us all, including our staff and the community at large. By prioritizing Cherished Heritage as a focus area, we seek to leverage Marana's historic and cultural legacy to strengthen community character, increase community pride, and build heritage-driven tourism. This year, with the addition of a new Cultural Heritage Specialist, the Town has begun efforts to ensure we are collecting, preserving, and disseminating the history of Marana. This new role will focus on leading the heritage-related initiatives in Strategic Plan Five, as well as identifying new opportunities.

Public art contributes to a strong sense of place and neighborhood pride. In Fiscal Year 2024, the Town implemented a new public art policy to further embed heritage in policy and planning initiatives. Through the new Marana Public Art Fund, the Town is dedicated to funding high-quality public art installations and maintenance throughout the Marana community and providing residents with places to learn about Marana's history and the natural environment. Additionally, the Town identified the upcoming Marana Community and Aquatic Center as a location for public art. Once opened, this facility will be home to a one-of-a-kind art piece

aimed at honoring the community's heritage and natural beauty by revealing scenes depicting Marana's rich history and culture throughout the years.

Our Signature Events series continues to showcase the Town's rich heritage. The annual Marana Fall Festival and Marana Founders' Day events focus on the Town's rodeo and agricultural history, with an emphasis on the people who live in the community. Both events were well attended this year, with many activities and offerings for all ages.

This year, we also paid tribute to our heritage at the Marana State of the Town event by highlighting 100 years of calling Marana home and featuring several founding families in a four-minute video, "Home is Here".

Improving recognition and awareness of Marana's unique and rich heritage is a top priority. To increase awareness and provide educational opportunities about Marana's heritage, the Town launched a heritage specific webpage: https://www.maranaaz.gov/heritage. The webpage contains heritage-related photos, resources, videos, and events.

The Town also released a Real Talk with the Town podcast episode dedicated to Marana's history.

In Fiscal Year 2025, we will continue honoring our heritage by investing in projects and programs aimed at celebrating Marana's history and traditions.

Vibrant Community

The Town continues to lead as the fastest-growing community in Southern Arizona. To support new growth and expansion, the Town continues to invest in its future through strategic infrastructure investments. This year, we have seen the completion of significant projects around the Town, which continues to demonstrate the Town's dedication to enhanced levels of service and safety to our community.

Several public projects were completed within the Town's infrastructure. Projects include completion of the Tangerine Road 16-inch Transmission Main Phase One, which was required to help complete the Loop from the Twin Peaks Corridor and into North Marana. This project will help provide adequate water supply and fire flow capacity to this region. The Town also completed the Lon Adams Road Reconstruction project which consisted of replacing the existing paving section from Grier Road to Barnett Road (approximately 0.5 miles) and the Avra Valley Road Overlay project. In Fiscal Year 2025, we will continue to invest in our future with important capital projects. Current high-priority projects in the design phase include Twin Peaks Road – Rattlesnake Pass Widening, Tangerine Farms Road – Extension, Tangerine Road Widening – Phase 2A, and Tangerine Traffic Interchange Improvements.

The Town is committed to providing a safe and connected multi-modal transportation system to support the mobility needs of present and future residents. This year, the Town completed the Transportation Master Plan. This plan is an action-oriented roadmap that will guide transportation investments for the next 25 years. Marana's reputation as a safe and secure town

continues. In Fiscal Year 2024, the Marana Police Department was awarded its reaccreditation certification from the Arizona Law Enforcement Accreditation Program.

The Town also recognizes that the natural environment is an integral part of Marana's identity. Next year, the Town will begin efforts to develop an Open Space and Wildlife Conservation Master Plan. This plan will establish a vision of open space throughout the Town that includes open space preservation, wildlife linkages, and wildlife habitats.

Lastly, delivering transparent and timely distribution of information and keeping our community informed is essential in creating a connected community. This year, we continued our effort to answer resident concerns/questions through our award-winning podcast, Real Talk with the Town. To date, we have released over fifty episodes addressing the community's hard-hitting and pressing questions. Next year, we will continue to grow the podcast's reach and identify innovative ways to ensure our community is informed.

Thriving Commerce

In Fiscal Year 2024, the Town's economic development initiatives continue to yield positive results for the community, with each of the Marana's commercial areas seeing significant growth. The Town has not only seen higher-than-anticipated projections and collections for key revenue streams that fund essential services, but also significant wins in commercial and retail development around the community.

North Marana is currently booming with commercial activity along the Tangerine Corridor. Southern Arizona Logistics Center completed construction of two logistics buildings, 512,000 and 435,812 square feet, located between Interstate 10 and Clark Farms Boulevard. North Marana welcomed CTI Trucking, the Maverick Gas Station, and after several years of waiting, the Fry's Superstore located at the Gladden Farms Commercial Center broke ground.

The Marana Center at Twin Peaks Road continues to be an attractive destination for new businesses. Current commercial projects under construction include the American Furniture Warehouse and Marana Center Self Storage. Along Cortaro Farms Road east of Interstate 10, Marana will soon welcome Super Star Car Wash and My Place Extended Stay Hotel.

This year, we have also seen an increase in single-family residential projects and impressive gains in multifamily housing projects throughout the community. Currently, four projects are under construction, totaling 1,050 units. Growth in multifamily is mostly led by the increase in commercial and retail development, and we anticipate a similar pace going into Fiscal Year 2025.

In summary, Marana continues to be an attractive destination for businesses to locate, expand, and grow, whether they are commercial or retail in nature.

The Town also continues to focus on the development of Downtown Marana. Marana Main Street will capture the traditional look and feel of a vibrant downtown district. In Fiscal Year 2025, through a Request for Qualifications, the Town will seek creative concepts from qualified developers interested in meeting the Town's vision for the Downtown Marana area.

Finally, our Economic Development and Tourism Department began the planning process for the first ever Tourism Master Plan. This plan will shape the next decade of strategies to make tourism a sustainable part of our economy while preserving what we love about Marana. Plan completion is slated for early Fiscal Year 2025.

Healthy Lifestyles

Parks and Recreation is an essential cornerstone to any healthy and thriving community. Our main goal is to provide a variety of recreational, artistic, and cultural opportunities along with a flourishing natural environment to support healthy and active lifestyles. Bringing new parks, facilities, and outdoor recreational opportunities is a consistent priority for our community.

A new community center has been a topic of conversation for the last few years, and we are getting closer to making this facility a reality for our community. This year, the Town completed the design of the new Marana Community and Aquatic Center, and construction officially began in October 2023. This 60,000-square-foot community center and 48,000-square-foot outdoor aquatic center will offer an array of programs, events, and activities to satisfy the needs and interests of all ages. We are excited to announce that the new center will open during Spring 2025.

We are also always improving our regional trails system and connectivity. This year, construction of the Shared Use Path at CalPortland project began. This 1.8-mile section will connect North Marana to the entire Shared Use Path and will increase visitation to Marana's seven properties located along the Santa Cruz River.

The Town also completed the Tortolita Preserve Trailhead project. This outdoor facility is popular with hikers, trail runners, mountain bikers, and horseback riders. Improvements included a new parking lot that is more accessible for horse owners to park trucks and trailers and enclosed the entire preserve with wildlife friendly barbed wire fence in an effort to keep the preserve free of cattle and off-road vehicles.

Other major Parks and Recreation projects that were completed during Fiscal Year 2024 included a new dog park and ball field improvements at Gladden Farms Community Park.

Proactive Public Services

A thriving community demands exceptional governance. Marana is committed to the highest level of service for our residents, businesses, customers, and employees. From providing quality infrastructure to addressing concerns, our dedicated workforce is prepared to deliver the most efficient and transparent service possible.

As a water service provider, the Town is always thinking of ways to not only provide the best quality drinking water to our customers, but to ensure continuous water resources far into the future. In Fiscal Year 2024, the Town successfully purchased 12,000 acre-feet of long-term storage credits from the Tohono O'odham Nation. This acquisition will allow the Town to meet its

goals of maximizing the use of renewable water supplies and helping to attain the aquifer management goal of safe yield.

After a lengthy process, the Arizona Department of Water Resources granted the Town's Designation of Assured Water Supply (DAWS) modification application, affirming that at least 100 years of water is physically, legally, and continuously available to serve the Town's existing customers and additional growth. Marana is also taking steps to reduce water through the adoption of the Water Conservation Plan which encourages general water conservation.

Town staff, with the direction of the Town Council, continue to make great strides in completing the goals and initiatives set forth in Strategic Plan Five. Each strategic plan goal was assigned to a lead staff member responsible for the implementation techniques. Fiscal Year 2024 concludes with approximately 75% completion of the 91 action items identified in the three-year Strategic Plan. Marana residents and stakeholders can track the Town's strategic plan progress by visiting: https://www.maranaaz.gov/strategic-plan.

Through all Town initiatives, we recognize that it is our dedicated team of Marana employees who see the projects and programs from start to finish, and we will continue to invest directly in our employees. This budget reflects Marana's commitment to continue to invest in personnel, competitive compensation, and maintenance of Town facilities. Although Marana has not experienced significant challenges in recruiting and hiring talent, we recognize the importance of remaining competitive in the market. This year, after the completion of a compensation review, some employee pay grades were adjusted to ensure all Town positions are highly competitive. New employee benefits coming at the onset of Fiscal Year 2025 include increases in parental leave and changes in shift differential and on-call pay. This budget not only invests in new positions to ensure we continue providing the quality services our growing population expects, but also provides funding to ensure our pay structure and employee benefits remain competitive in the market.

Closing

The tentative spending plan detailed in this budget proposal considers these accomplishments as a guide for future goals. Prudent financial decisions, coupled with conservative forecasting methods, have strengthened the Town's financial position. As we move into Fiscal Year 2025, we will remain financially prepared to respond to possible economic volatility. As Marana succeeds and grows, we will continue to invest strategically while ensuring we deliver the best service to the community. This budget demonstrates a commitment to our vision of providing the best quality of life for our residents and to the tenets of the Strategic Plan.

I would like to thank the Finance Department staff, and all the employees of the Town who have contributed countless hours of preparation and deliberation in the development of the Fiscal Year 2024-2025 annual budget. Finally, thank you to the Mayor and Town Council for your guidance and leadership in establishing the vision for this great community.

Respectfully,

Terry S. Rozema
Town Manager

BUDGET SUMMARY

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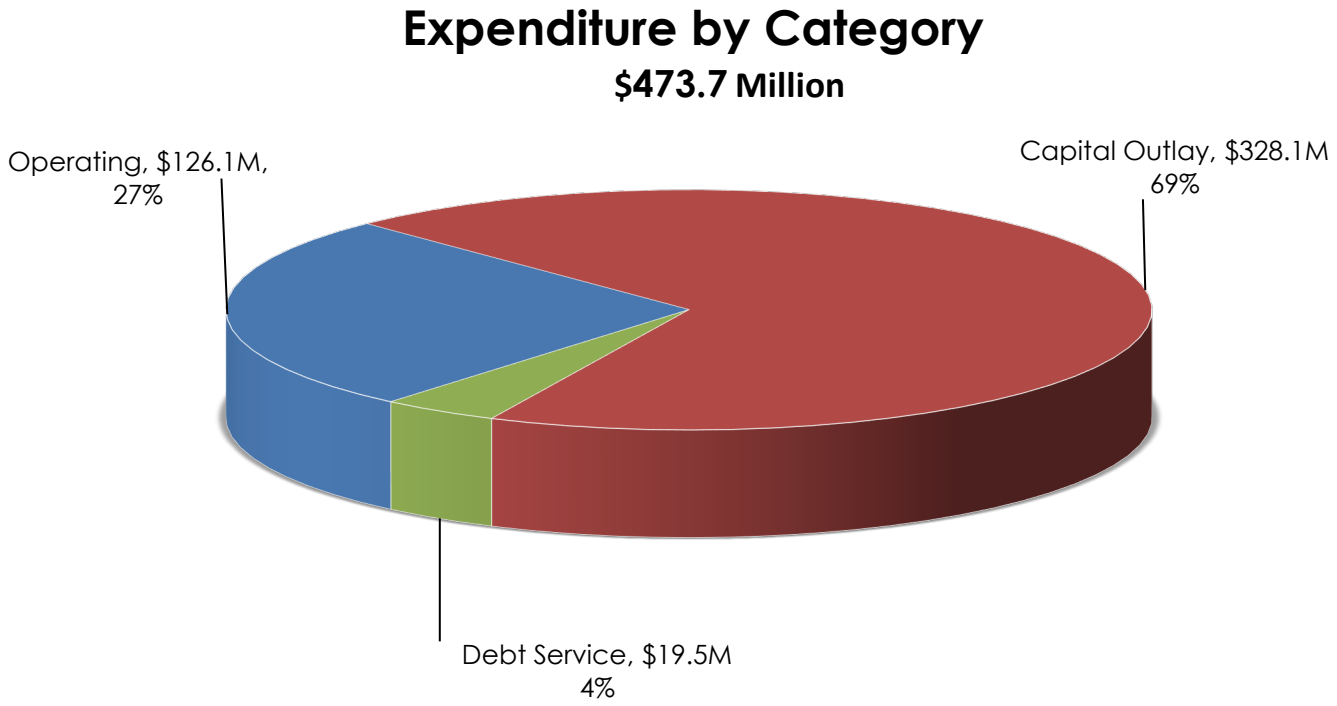
Town of Marana Budget Summary

The Manager's Tentative Budget for fiscal year 2024-2025 (FY2025) totals $473.7 million. The summary includes expenditure budget appropriations for all Town funds and special taxing district funds and reflects the Town's investments in multiple operating and capital areas.

Overall, the tentative budget represents an increase of $137.4 million as compared to the current year adopted budget of $336.3 million. Better than anticipated economic growth and low unemployment continue to allow the Town to make strategic investments in both infrastructure and personnel.

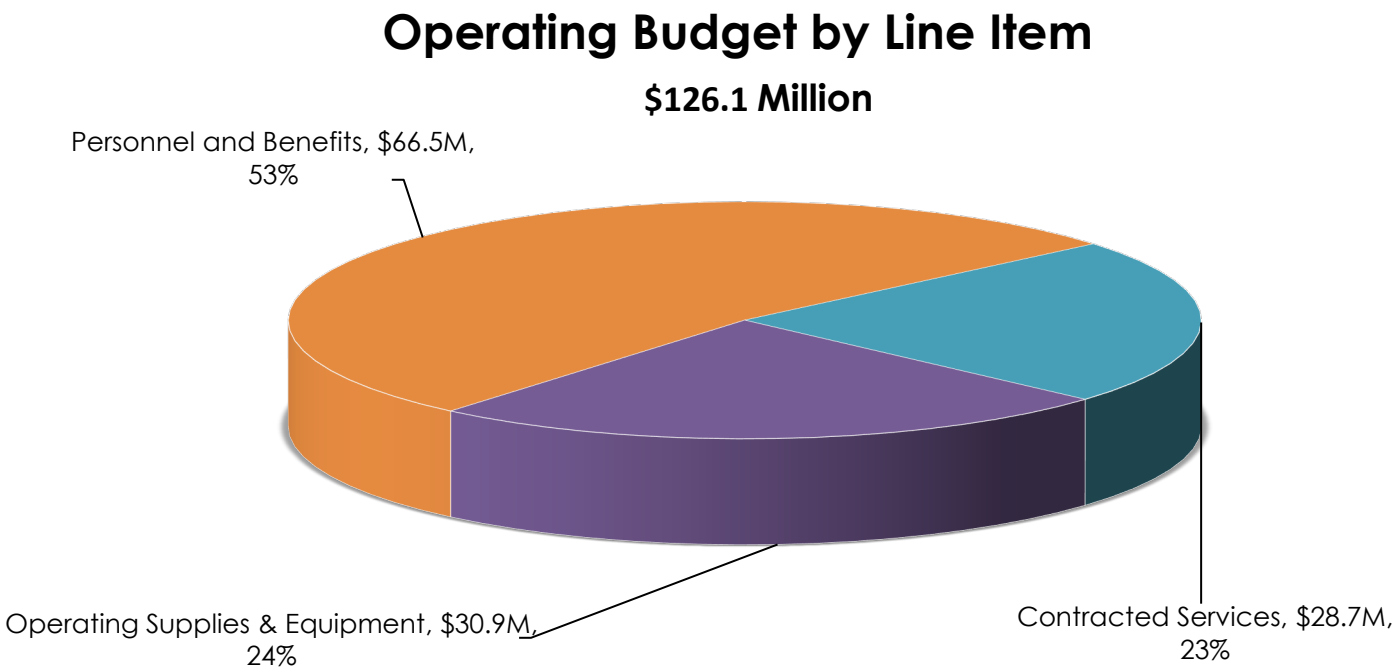
The FY2025 tentative budget reflects continued capital investments that will help advance key facilities, park, road, water, sewer, and public safety projects. Recognizing town employees are the most important asset of the organization, the tentative budget makes significant investments in personnel. Through a combination of performance, merit-based increases, a compensation study, and the addition of new positions, the Town will remain competitive within the region and continue to be able to provide residents with high-quality services.



Operating expenditures continue to be a significant category for the Town at $126.1 million or 27% of the total budget for FY2025. Primarily due to continued strong growth within the Town and in surrounding areas, but also due to significant investments for the community in the form of a new Marana Community and Aquatic Center and a number of large road projects, capital outlay comprises the largest portion of the annual budget at $328.1 million or 69%.

Major expenditures within the $126.1 million tentative operating budget are personnel and benefits at 53%, which include all salaries and benefits for Town staff. Changes in this category include merit increases, the addition of 31.5 new positions (FTEs) across multiple departments, medical benefits increase of 4.1%, and other pay adjustments including grade adjustments for many positions as a result of a compensation study. While pension contribution rates remained relatively flat this year for employees in the Arizona Retirement System, Public Safety Personnel Retirement System (PSPRS) contributions for police officers (Tier 1 & Tier 2) are significantly lower due to $6 million downpayment two years ago. The current year budget includes $13.6 million to be applied toward paying down the full outstanding remaining balance as presented in the June 30, 2023 actuarial report, which will result in $1.1 million annual savings in interest payments.

Operating supplies & equipment and contracted services comprise 24% and 23% of the operating budget, respectively. Amounts in these areas include additional funds for a number of programs and one-time expenses, such as the ongoing implementation of a new permitting and licensing system and a number of other maintenance and improvements. Inflation also impacts the overall operating budget, as costs for many goods and services have increased. Contingency appropriations have remained unchanged at $5.0 million.



A summary of the Town's budget by fund type is presented on the next page. More detailed information on each fund category presented below is available in this document.

Summary of All Town Funds & Special Districts
Tentative Budget
Fiscal Year 2025

Primary Entity	2024 Adopted	2025 Tentative	$ Change	% Change
General Fund	$ 77,026,555	$ 105,182,082	$ 28,155,527	36.60%
Special Revenue Funds	13,051,469	14,809,088	1,757,619	13.50%
Capital Projects Funds	154,097,667	224,080,069	69,982,402	45.40%
Debt Service Funds	6,247,451	9,087,464	2,840,013	45.50%
Enterprise Funds	69,386,635	99,988,058	30,601,423	44.10%
Internal Service Funds	5,696,168	6,211,485	515,317	9.00%
Primary Entity	325,505,945	459,358,246	133,852,301	41.10%
Component Units				
Special Districts	10,755,253	14,381,228	3,625,975	33.70%
Total	**$ 336,261,198**	**$ 473,739,474**	**$ 137,478,276**	**40.90%**

Fiscal year 2024-2025 highlights by fund types:

- General Fund – Overall the General Fund budget is increasing by $28.2 million. Notable factors for this change include:
    - Personnel & benefits increased due to higher health care costs, pay for performance merit-based adjustments and other adjustments, including position grade adjustments resulting from a compensation study, as well as 31.5 new FTEs, 16 of which are dedicated to the operation of the new Community and Aquatics Center scheduled to open late in fiscal year 2024-2025. Also included is a one-time payment of $13.6 million to pay off the remainder of the Public Safety Retirement Personnel Retirement Systems unfunded liability as of the June 30, 2023 actuarial report.
    - Funding is made available for several operational and facilities projects, including a new permitting and licensing system, evaluation of the building access control system, several software and hardware replacements and upgrades to enhance security, generator replacements and upgrades to ensure continuity of operations during power outages, HVAC repairs and replacements, as well as regular maintenance for buildings at the main Town complex and the Marana Operations Center. Much of the funding mentioned above is being carried forward from the prior year.
    - Carry-over funding continues to be higher than pre-pandemic years due to delays in several projects funded by the General Fund, but also due to a number of vehicles which will likely not be delivered until fiscal year 2024-2025 due to ongoing supply chain disruptions and longer than normal lead times.

- Special Revenue Funds – Notable items in this fund category include anticipated increased spending for the Community Development Block Grant programmed to ensure unspent prior year funding is included in the current year budget. Other increases are associated with additional funding for the Transportation and Bed Tax Fund as part of planned operations.

- Capital Projects Funds – Capital projects budgeted in fiscal year 2024-2025 consist of facilities, transportation, parks, and utility projects which align with the Town's goals of providing quality, high level services and amenities to our growing community. These projects include funding for the completion of the Marana Community and Aquatics Center and the Tangerine Road Widening to I-10. Funding is also included for many Traffic Interchange improvements, some of which may be funded through federal funding if the Town is successful in securing federal grant awards.

  Details on all capital projects planned for fiscal year 2024-2025 may be found in the Town's Capital Improvement Plan available in this document.

- Enterprise Funds – Rate studies approved by Council in fiscal year 2019-2020 restructured and increased rates in both the Water and Water Reclamation funds. Rate increases have been applied each January through 2024. During this five-year period, growth outpaced what was forecasted in the rate study. The current year budget includes 1 new position (FTE) to ensure continuity of operations related to billing and customer service due to faster than anticipated account growth. Funding is also included for the completion and update of a rate study for the upcoming next five years.

  The majority of Enterprise fund budget increases are due to a number of large, multi-year capital projects including the Northwest Recharge and Recovery Distribution System (NWRRDS), the expansion to the Water Reclamation Plant, the North Marana Sewer Interceptor project, the design and construction of another water quality treatment plant and the acquisition of additional water resources if those become available. Also, the Town continues the process of constructing a Control Tower at the airport, along with a number of other airport-related projects. Funding provided by impact fees, debt financing, as well as state and federal sources, is available for a variety of water, water reclamation and airport capital projects.

  Details on all capital projects planned for fiscal year 2024-2025 may be found in the Town's Capital Improvement Plan available in this document.

- Internal Service Funds – Increases are due to higher medical claims expected for next year based on current year claims experience and industry trends. Also, staff updated the contracts for both the Dental and Vision plans during fiscal year 2023-2024. To provide funding for the overall increase to expenses, medical contribution premiums are increasing by 4.1% in total. Dental and vision premiums remain unchanged.

- Special Districts – During fiscal year 2024-2025, new debt issuance requests are anticipated for the acquisition of eligible infrastructure in the Saguaro Springs Community Facilities District (CFD) and in the Gladden, Phase II, Community Facilities District. Rates for the CFDs will remain unchanged at the current target rate of $2.50 per $100 of limited assessed valuation.

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Summary of Changes from Manager's Recommended Budget

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Summary of Changes from Manager's Recommended Budget

Changes in the total amount of $27,651,989 have been included in the Tentative Budget. These changes were due to updates of multiple CIP projects, amounts carried forward for FY2024 purchases and projects, and some new funding or increased funding requests. A summary is included below.

	Amount
Manager's Recommended Budget – Expenditures	**$446,087,485**
Changes to specific funds or across multiple funds and departments	
Personnel & Benefits – multiple funds and departments	(636,817)
HURF – Pavement Preservation carry forward increase	1,617,091
Water Fund – WIFA meter replacement grant	1,116,000
Water Fund – Legal fees increase	20,000
All other changes – multiple funds and departments	705,789
Total changes	$2,822,063
Changes to CIP Program – new and carry forward adjustments	
Facilities Master Plan – multiple projects	7,260,000
Tangerine Road Widening – Phase 2A	2,124,104
Tangerine TI Improvements	2,168,783
Airport, East Apron Reconstruction, Phase 2	2,035,198
Marana Park Reservoir	(1,068,767)
Marana Community Aquatics Center	(2,114,130)
Other net carryforward adjustments – multiple projects	702,751
Total changes to CIP program	$11,107,939
Changes to General Fund department budgets	
Police - PSPRS unfunded liability payoff, as of June 30, 2023	13,092,934
Police – Vehicle outfitting carry forward	248,195
TS – Restricted for additional hardware purchases	265,000
TS – Network upgrades increase	115,858
Total changes to General Fund department budgets	$13,721,987
Total Changes from Manager's Recommended Budget	*$27,651,989*
Tentative Budget – Expenditures	**$473,739,474**

In addition to the above adjustments to expenditures, total revenues and other financing sources increased by $1.6 million due to a WIFA grant and a dividend disbursement from the Town's insurance risk pool. The Town has not yet received updated revenue estimates from the League of Cities and Towns. As a result, state shared revenue estimates might still change prior to budget adoption.

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RECOMMENDED INVESTMENTS

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Recommended Investments

The following outline describes several of the Town's investments into identified priority areas. The General Fund's contributions to these are detailed below. These investments represent changes in costs that are included within the Tentative Budget, the summaries of which are presented later in the document.

STRATEGIC POSITIONS

RESOURCES & TOOLS

CURRENT EMPLOYEES

I. **Employee Compensation and Benefits Investment - $16.8 million increase ($4.3 million ongoing)**
   a. Positions, performance pay adjustments
      - Up to 4.0% team performance adjustment
      - New positions – 31.5 FTEs, 29.5 in the General Fund, with 16 dedicated to the new Community and Aquatics Center (MCAC)
      - Other adjustments – Pay grade changes and new pay grades were established based on the results of a compensation study.
   b. Other pay and benefits:
      - Includes health, retirement, disability insurance, etc.
        1. Employee Retirement Contributions – $ 12.1 million increase includes a one-time payment of $13.6 million toward the payoff of the PSPRS unfunded liability as of the June 30, 2023 actuarial report.
        2. Worker's Compensation - $151,269 increase ($122,057 from the General Fund)
        3. Health Insurance & other benefits – medical premiums increasing by 4.1% with no changes to dental or vision premiums.
        4. Shift Differential and On-Call rates have increased to $1.30/hour.
        5. Uniform Allowances for sworn officers increased from $1,200 to $1,500.
        6. Other – parental leave was increased to 4 weeks from 2 weeks, and HSA town contributions were increased to $1,000 for single and $2,000 for family from $600 for single and $1,200 for family.

II. Resources and Tools Investment - $22.4 million ($21.7 million General Fund)

a. Vehicle & equipment purchases $3.7 million. Most of this budgeted amount reflects the use of replacement dollars set aside in previous fiscal years and demonstrates the Town's commitment to ensure employees have safe, reliable vehicles and equipment needed to provide a high level of service. The remainder is primarily for new vehicles and equipment related to new positions and the expansion of services. About $1.9 million represents purchases carried over from the prior year.
b. New software solutions:
    - Learning Management Software - $100,000
    - Construction, Planning and Monitoring Software solution - $400,000
    - Permitting/Licensing System ongoing implementation - $506,104
c. Town Manager
    - Strategic Plan update - $50,000
d. Master Plans
    - Sewer Master Plan update - $60,000
    - SCADA Master Plan - $100,000
    - Open Space and Wildlife Conservation Master Plan - $300,000
e. Technology
    - New Building Access Control System and improvements - $500,000
    - Network upgrades - $405,670
    - Police Radio replacements - $700,000
    - Computer, printer and monitor replacements - $175,375
f. Facilities
    - Senior Center Front Desk replacement - $35,000
    - MMC & MOC server room HVAC replacements - $175,000
    - Court Room 2, remodel design - $200,000
    - MMC & MOC Generator upgrades - $2,678,500
    - MOC Roof & HVAC replacement - $682,500
    - MMC HVAC Mechanical Systems upgrade - $1,100,000
g. Recreation
    - Tangerine Sky Park, Phase 2 - $1,625,451
    - El Rio Preserve projects - $760,983 (multiple sources)
    - Parking lot treatments (San Lucas, Ora Mae Harn Parks) - $70,000
h. Water Department
    - Rate & Fee Study - $105,000
    - Risk and Resilience Assessment, federally mandated - $150,000

III. Strategic Positions

The Tentative budget includes the addition of 31.5 new full-time equivalent (FTE) positions.

The following table shows the change in authorized positions by FTE for several fiscal years.

	FY2022	FY2023	FY2024	FY2025
Budgeted FTE	401.35	429.6	444.1	475.6
Position change from previous year	25	28.25	14.5	31.5
Percentage change from previous year	6.6%	7.0%	3.4%	7.1%

The following table lists the new full time equivalent positions added:

Working Position Title	FTE	Department	Funding Source
Heritage Specialist	0.5	Town Manager	General Fund
Police Officer	3.0	Police	General Fund
Dispatcher	1.0	Police	General Fund
Permit Technician	2.0	Development Services	General Fund
Accountant	1.0	Finance	General Fund
License & Tax Specialist	1.0	Finance	General Fund
Human Resources Manager	1.0	Human Resources	General Fund
Public Works Supervisor	1.0	Public Works	General Fund
Maintenance Associate II	1.0	Airport	General Fund
Fleet Coordinator	1.0	Public Works	General Fund
Tech Support Specialist II	1.0	Tech Services	General Fund
Tourism Marketing Specialist	1.0	Econ. Development & Tourism	Bed Tax Fund
Water Billing Specialist	1.0	Water	Water Fund
Operations Supervisor	1.0	Parks - MCAC	General Fund
Recreation Programmer	6.0	Parks - MCAC	General Fund
Recreation Program Coordinator	2.0	Parks - MCAC	General Fund
Customer Service Specialist	1.0	Parks - MCAC	General Fund
Custodian	4.0	Parks - MCAC	General Fund
Facilities Technician II	1.0	Parks - MCAC	General Fund
Tech Support Specialist II	1.0	Parks - MCAC	General Fund
Total FTE Changes	**31.50**		

The addition of key positions is critical in maintaining service levels. This is especially important in a fast-growing community like Marana.

Positions added this year include those that serve the public directly, such as Police Officers, and Development Services employees, as well as support services positions in central service departments such as Finance, Human Resources and Tech Services, to allow for efficient and uninterrupted operations for our ever-growing Town.

The operation of the Community and Aquatics Center, scheduled to open late in fiscal year 2024-2025, accounts for 16 new full-time positions and a number of part-time lifeguard and recreation aide positions.

Mid-year FTE Position Changes and Compensation Study

The employment market has been very competitive in the last year with most jurisdictions adjusting positions and salaries over the last few years. The Town has performed the second compensation study in the last two years. In order to remain competitive, a number of positions were reclassified to higher grades during the prior fiscal year. Furthermore, based on the results of the compensation study, several positions were moved to other grades, new pay grades were created when necessary, and pay was adjusted when appropriate.

More than 130 FTEs were impacted by the compensation study and mid-year changes. As such, the current year document will not be presenting a summary of the grade changes, transfers, reclassifications, renaming of positions and other mid-year changes due to the large volume. Please refer to the Authorized Position schedule at the end of this document for a list of all positions. The updated salary schedule that includes new and updated grades for all positions will be available by or prior to July 1, 2024.

GOVERNMENTAL FUNDS BUDGET SUMMARY

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Governmental Funds Budget Summary

General Fund

The following General Fund summary is structurally balanced (i.e. ongoing revenues support ongoing services and programs). Of the amounts included below, $68.6 million represents ongoing costs and $37.8 million represents one-time costs, including transfers out and excluding $5.0 million of contingency. Contingency appropriations may only be used with Council approval.

Summary of General Fund
Tentative Budget
Fiscal Year 2025

Revenues	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Sales tax revenues	$ 35,123,831	$ 43,684,077	$ 8,560,246	24.4%
Intergovernmental revenues	25,945,620	23,316,474	(2,629,146)	-10.1%
Licenses, fees & permits	4,617,500	7,039,000	2,421,500	52.4%
Charges for services	823,000	723,500	(99,500)	-12.1%
Fines and forfeiture	389,500	389,500	-	0.0%
Grants and contributions	146,100	172,325	26,225	18.0%
Investment income	2,000,000	4,565,479	2,565,479	128.3%
Miscellaneous revenues	740,945	797,900	56,955	7.7%
Total Revenue	***69,786,496***	***80,688,255***	***10,901,759***	***15.6%***
Expenditures				
Personnel & benefits	$ 44,101,900	$ 60,150,353	$ 16,048,453	36.4%
Contracted services	10,551,231	12,568,706	2,017,475	19.1%
Operating supplies & equip	7,684,749	9,530,066	1,845,317	24.0%
Capital outlay	9,625,675	17,869,957	8,244,282	85.6%
Debt Service	63,000	63,000	-	0.0%
Contingency	5,000,000	5,000,000	-	0.0%
Total Expenditures	***$ 77,026,555***	***$ 105,182,082***	***$ 28,155,527***	***26.8%***
Over/(Under)	***$ (7,240,059)***	***$ (24,493,827)***	***$ (17,253,768)***	***238.3%***
Other Sources and (Uses)				
Transfers out	(4,516,981)	(6,201,898)	(1,684,917)	37.3%
Total Sources and (Uses)	***(4,516,981)***	***(6,201,898)***	***(1,684,917)***	***37.3%***
Change in fund balance	***(11,757,040)***	***(30,695,725)***	***(18,938,685)***	***161.1%***

The following describes major changes between fiscal years:

Revenues

Sales tax revenues – Anticipated overall sales tax revenue increased by 24.4% across all categories. The Town had anticipated weakening economic conditions in the prior year which resulted in a conservative budget. The economy has performed better than the consensus economic forecasts over the last two years. Current changes to revenues reflect recent economic trends, which forecast slight reductions in certain categories with low or no growth in some categories as part of a "soft landing" for the economy. Increases in retail taxes account for several new commercial projects and in Licenses, fees & permits for increased residential activity.

Intergovernmental revenues – Shared revenue estimates are based on HB2483, which authorizes the State of Arizona to utilize annual Federal Census population estimates as the basis for allocating state shared revenues to Arizona cities and towns. The intergovernmental revenue estimates shown above are based upon preliminary estimates developed by Town staff based on recent trends. Overall anticipated increases reflect reduced growth estimates for next fiscal year, adjusted for higher than anticipated current year revenues. Urban Revenue Sharing shows a significant decrease due to legislative changes resulting in a lower maximum income tax rate of 2.5%, which will reduce this shared revenue over the next few years.
The above revenue estimates may be revised in the coming weeks as the League works to obtain updated information and further guidance from the Arizona Department of Transportation and the Department of Revenue.

Licenses, fees & permits – The majority of this revenue is attributable to single family residential permits (SFRs) and other commercial activity, which while lower in recent months is still above historic revenues. Budgeted SFRs for fiscal year 2024-2025 are estimated at 1,061 to reflect current economic and development trends.

Charges for services revenue – This revenue stream is primarily comprised of user fees the Town charges for specific services rendered, such as park rentals and business licenses. The change in revenues is mainly attributed to lower plat review fees that more accurately reflect recent trends for this revenue source.

Fines and forfeiture – Based on recent trends, this item remains flat for the fiscal year 2024-2025.

Investment income – Investment revenues were adjusted based on recent trends and based on future forecasts which include some rate cuts from the Federal reserve. Amounts also include an anticipated dividend distribution of approximately $490,000 for the Town's insurance risk pool.

Expenditures

In general, increases to expenditures represent a baseline budget that includes a number of projects and capital purchases that will allow departments to continue their mission of providing quality services to residents.

Personnel and benefits – The increase in personnel costs of 36.4% is primarily due to the following reasons:

- Performance pay increases, merit based increases and other pay adjustments, including changes to a number of salary grades as the result of a compensation study.
- Higher health care premiums. Medical premiums are increasing by 4.1% in total due to higher claims experience and overall industry trends. Dental and vision premiums remain unchanged.
- Other higher costs, such as higher on-call and shift differential pay, worker's compensation rates and overtime costs.
- The addition of 31.5 new FTEs in multiple departments will support Town operations, maintain Town assets, and provide services to residents. 16 new FTEs are dedicated to the operation of the new Community and Aquatics Center which is scheduled to open in the last quarter of fiscal year 2024-2025.

Also included for Council consideration, is a paydown of the PSPRS plan unfunded liability in the amount of 13.6 million, as calculated in the June 30, 2023 actuarial report.

Contracted services – Beyond normal year over year increases due to increased market costs, budgeted increases of 19.1% to contracted services are associated with a number of ongoing and one-time planned projects and investments. These include higher insurance premiums, investments in software for Public Works Department management of projects, and for hardware that will update and replace aging equipment and ensure uninterrupted service for Town employees and residents. Ongoing projects are also included such as the implementation of a new permitting and business license system and the update of the Town's website. Restricted budget amounts that may be used under specific circumstances are also included within this category.

Operating supplies & equipment – Increases are anticipated based on normal year over year market changes operating costs, including utility costs, and funding for one-time purchases such as furniture and equipment related to new positions being added in multiple departments. Additional funding was also included to accelerate police radios and computer replacements that need to be replaced due to age or lack of support and for the Town's vehicle replacement program which ensure continuity of operations. Amounts are also budgeted related to the Town's Job Creation Incentive Program and for payments related to development agreements.

Capital outlay – Costs associated with capital outlay increased primarily due to a combination of new and ongoing funding for projects and vehicles. Vehicle purchases exceed $2.6 million and include

several planned vehicle replacements, vehicles for new employees, as well as vehicles ordered in FY2024, which will likely not be delivered until FY2025 due to continued supply chain disruptions. A number of HVAC, generator upgrades, and other facility equipment maintenance and remodel projects are budgeted for the MMC and MOC locations to ensure the continued uninterrupted operations of the Town while performing timely maintenance to the Town's physical assets. Also included is the expansion of the Tangerine Sky Park and parking lot, and $7.3 million in budget appropriation to allow staff to move forward with recommendations from the Town's Facilities Master Plan.

Transfers out – Transfer are primarily associated with required debt service transfers, including Water and Water Reclamation related debt service payments, planned Airport capital projects and operating subsidies, and cash matches for potential grant awards. In addition, a transfer out to the Transportation fund, in the amount of $1.5 million, has been programmed to fund the design of the Tangerine Farms Road project, as directed by Council.

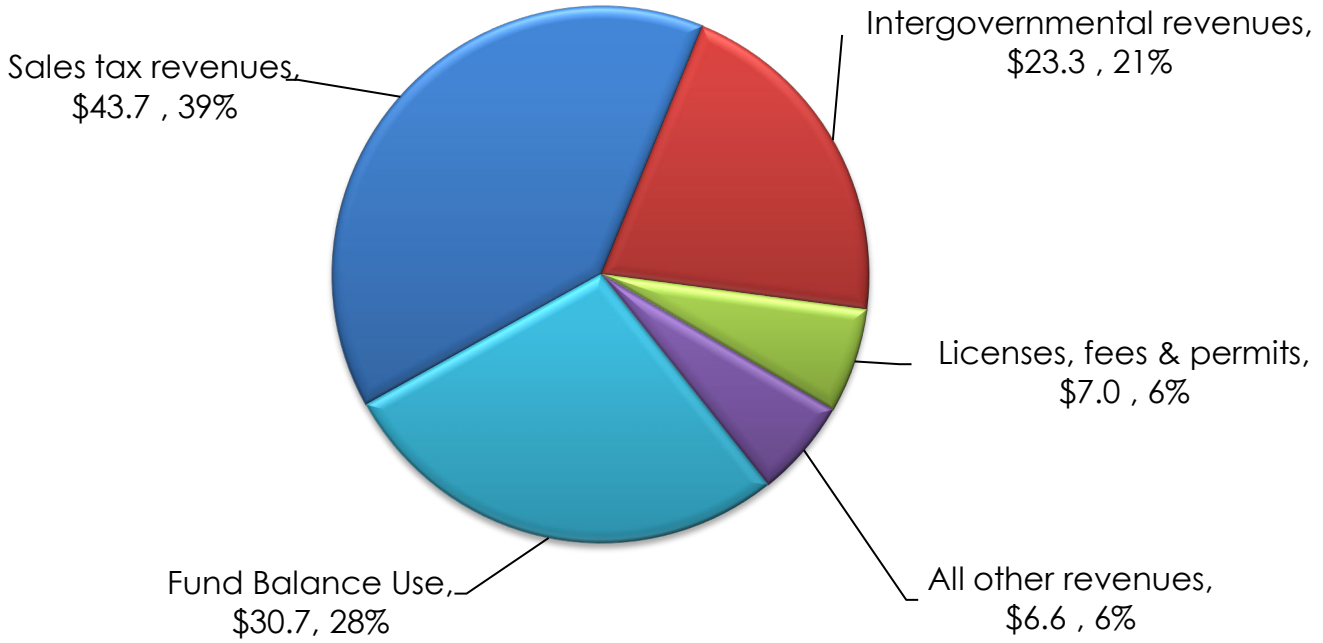
Change in Fund Balance

The General Fund is structurally balanced with ongoing expenses financed with ongoing revenues. Reserves are, by definition, a one-time resource which can only be deployed toward one-time projects and programs.

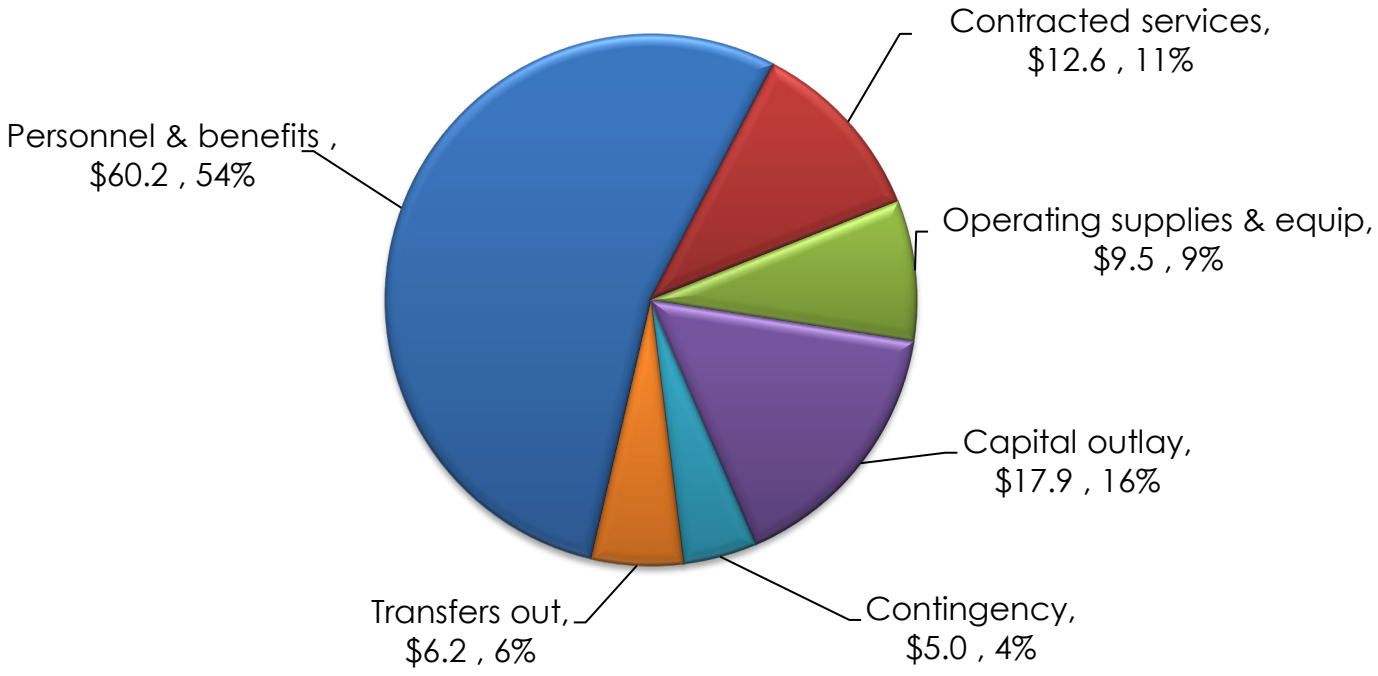
Utilization of $30.7 million of reserve balances is related to several factors. These include a contingency appropriation of $5.0 million that may be used only by Council approval, $13.6 million toward the payment of the PSPRS unfunded liability, as well as multiple one-time requests for projects and purchases, some of which were budgeted in the prior fiscal year and are slated for completion in fiscal year 2024-2025. Such carry forward requests exceed $6.9 million. Additional detail is available in the Carry Forward Requests section in this document.

The following charts present the overall General Fund sources and uses of projected resources.

FY2024-2025 General Fund - Sources (in millions)

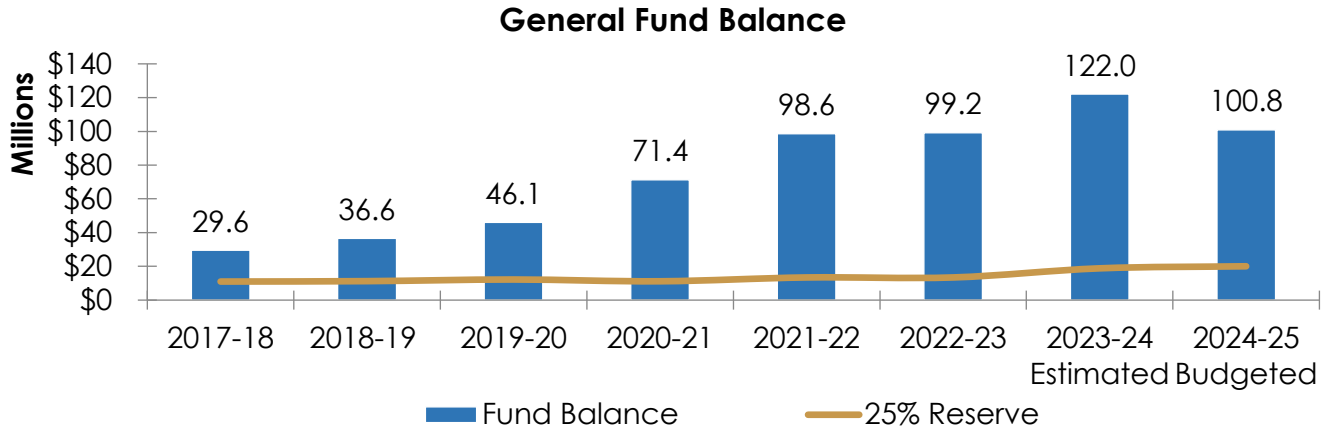


FY2024-2025 General Fund - Uses (in millions)



General Fund Balance and Available Reserves

Fund balance reserves provide the Town with the liquidity to meet current cash needs, the capacity to invest in key initiatives, and flexibility in determining how certain items are funded. Recognizing the importance of healthy reserve balances, Town Council adopted a target minimum reserve balance of 25% of estimated revenues for the budget year. As depicted in the chart below, the Town exceeded the minimum reserve balance in all fiscal years.

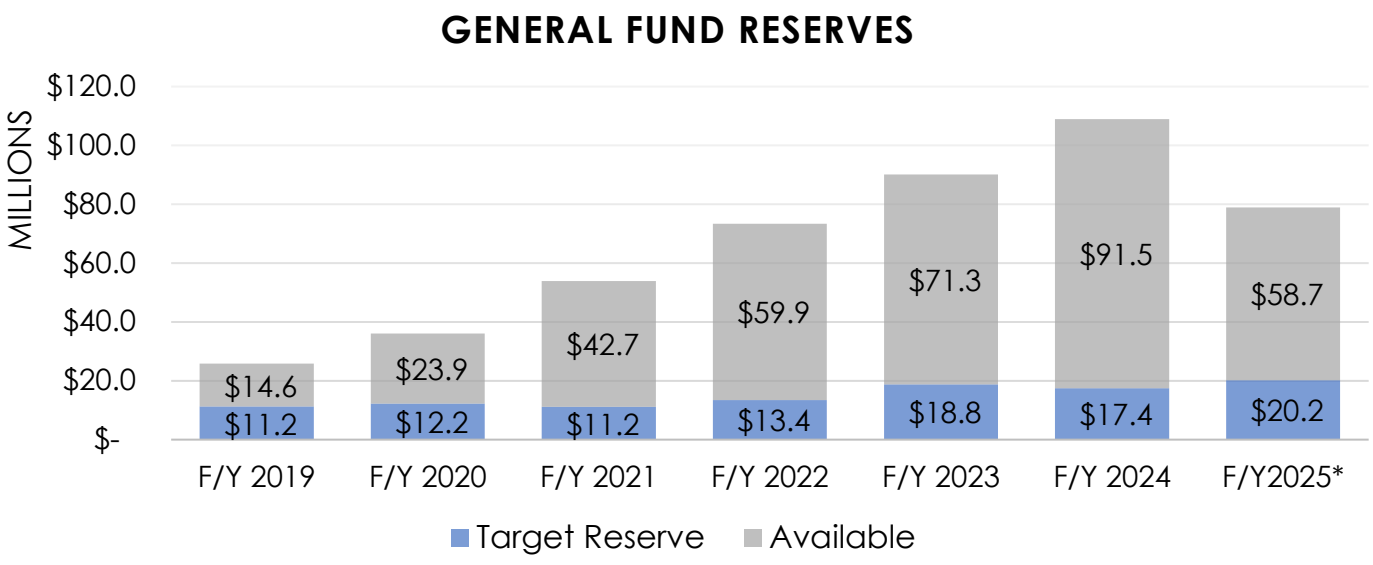


The Town's General Fund reserve balances have continued to increase substantially in recent fiscal years due to a combination of conservative budgeting and strong unanticipated revenue growth.

The fiscal year 2024-2025 ending fund balance is projected to be $100.8 million with the current proposed budget. The projected amount assumes continued strong revenues through the end of fiscal year 2023-2024, meeting projected fiscal year 2024-2025 revenues and spending approximately 95% of projected fiscal year 2024-2025 expenditures, excluding contingency funding.

As mentioned above, reserves are, by definition, a one-time resource which can only be deployed toward one-time projects and programs. Often, the nature of these one-time project uses is beyond the normal operating capital needs of the organization. Often times, the use of reserves may advance one or more important initiatives. Town staff continues to work with Council to develop a plan to deploy some available balances for a variety of projects.

The following chart depicts the Town's Target Reserve and additional, available reserves that may be used for such initiatives. Amounts other than the Target Reserve are available for uses beyond those proposed in the current General Fund budget for fiscal year 2024-2025.



** Estimated ending balances based on projections*

The proposed fiscal year 2024-2025 budget includes a contingency amount of $5.0 million which is available upon Council approval to address any unanticipated events during the year and provide flexibility to Town operations. Historically, the majority of contingency amounts remain unspent. The amount of available reserves assumes contingency amounts are fully utilized and thus not part of General Fund reserves.

Some of the available funding shown above for fiscal year 2024-2025 will likely be utilized for transportation projects identified and discussed by staff and Council. As some of those projects are multi-year projects and just commencing, the funding remains in the General Fund and will be transferred to the capital project funds accounting for those project expenditures in the future. One such project is the Tangerine Farms Road Extension; funding in the amount of $1.5 million for the initial project design is being transferred to the Transportation fund in fiscal year 2024-2025.

Amounts Owed to the General Fund

In past years, the General Fund provided funding to other Town funds to facilitate the construction of projects which promoted growth or supported Town operations. This support was provided to the Water Reclamation Fund. The repayment of $3.1 million in funding provided for the construction of infrastructure under a protected facility agreement continues with approximately $2.25 to $2.4 million anticipated outstanding at the end of fiscal year 2024-2025.

Special Revenue Funds

Bed Tax Fund

The Bed Tax Fund accounts for the discriminatory portion of the transient lodging (bed tax) rate which exceeds the Town's regular tax rate on other businesses. This portion must be used exclusively for the promotion of tourism as required by A.R.S. § 9-500.06(C).

Summary of Bed Tax Fund
Tentative Budget
Fiscal Year 2025

Revenues	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Sales revenues	$ 1,450,000	$ 1,600,000	$ 150,000	10.3%
Total Revenue	***$ 1,450,000***	***$ 1,600,000***	***150,000***	***10.3%***
Expenditures				
Personnel & benefits	$ 161,953	$ 249,374	$ 87,421	54.0%
Contracted services	1,024,056	1,196,121	172,065	16.8%
Operating supplies & equip	763,991	707,345	(56,646)	-7.4%
Total Expenditures	***$ 1,950,000***	***$ 2,152,840***	***202,840***	***10.4%***
Over/(Under)	***$ (500,000)***	***$ (552,840)***	***$ (52,840)***	***11%***
Change in fund balance	***(500,000)***	***(552,840)***	***(52,840)***	***11%***

The following describes major changes between fiscal years:

Revenues

Sales tax revenues – The anticipated bed tax revenue increase reflects anticipated revenues after two years of record actual revenues at about $1.9 million. The forecasted revenue for fiscal year 2024-2025 represents recent trends that, while still robust, are lower than actual revenues over the last two years. Staff continues to monitor data on hotel occupancy rates and revenues and may adjust the current forecast if deemed necessary.

Expenditures

Personnel & benefits – The increase is due to a new Tourism Marketing Specialist position and higher health premiums, performance pay and other adjustments.

Contracted services – The increase is primarily attributed to higher tourism related advertising costs and marketing consulting services from the Bed Tax Fund.

Operating supplies & equipment – The changes in operating costs represent budget appropriations for development agreement rebates. Also, $500,000 in restricted budget capacity was added to allow for the support of tourism related programs. These programs are not yet determined and, at a minimum, will require Town Manager approval. The restricted budget capacity is lower than last year accounting for the decrease shown in the table on the prior page.

Highway User Revenue Fund

The Highway User Revenue Fund (HURF) accounts for our portion of state shared taxes on the sale of gasoline, diesel fuels and other transportation related fees. A state constitutional restriction on the use of the highway user revenues requires that these funds be used solely for street and highway purposes within the public right-of-way. This shared gas tax is the primary source of revenue used for the maintenance of our transportation system.

Summary of Highway User Revenue Fund
Tentative Budget
Fiscal Year 2025

Revenues	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Intergovernmental revenues	$ 4,969,784	$ 4,651,037	$ (318,747)	-6.4%
Charges for services	-	230,000	230,000	100.0%
Investment income	110,000	110,000	-	0.0%
Total Revenue	***$ 5,079,784***	***$ 4,991,037***	***$ (88,747)***	***-1.7%***
Expenditures				
Contracted services	$ 5,419,934	$ 6,554,154	$ 1,134,220	20.9%
Operating supplies & equip	493,050	583,500	90,450	18.3%
Capital outlay	852,044	978,522	126,478	14.8%
Total Expenditures	***$ 6,765,028***	***$ 8,116,176***	***1,351,148***	***20.0%***
Over/(Under)	***$ (1,685,244)***	***$ (3,125,139)***	***$ (1,439,895)***	***85.4%***
Change in fund balance	***(1,685,244)***	***(3,125,139)***	***(1,439,895)***	***85.4%***

The following describes major changes between fiscal years:

Revenues

Intergovernmental revenues – The HURF shared revenue estimate (intergovernmental revenues) is based on HB2483. This bill utilizes the annual Federal Census population estimate as the basis for allocating state shared revenues to the various cities and towns. The intergovernmental revenue estimate shown here is based upon a preliminary estimate prepared by Town staff based on prior year population estimates and anticipated revenue trends. **Therefore, *the revenue estimate presented in***

the summary on the previous page could still change as the League works to obtain additional information on this revenue source.

Charges for Services – Amount represents 3rd party contributions to reimburse the Town during pavement preservation work, in lieu of the 3rd party performing the work.

Expenditures

Contracted services – The increase is related to a large amount of the Town's pavement preservation work being carried over and performed in fiscal year 2024-2025, and due to increases to the pavement preservation budget and landscape services due to increased needs as the roadway system continues to grow. Work also continues to update the Town's Pavement Preservation Roadway Assessment which was last completed about five years ago.

Operating supplies & equipment – Increases are related to higher operating costs such as fuel, small tools and equipment, utility costs and other supplies. Fiscal year 2024-2025 continues to include restricted funding for potential monsoon related damages or other emergency purchases in the amount of $200,000.

Capital outlay – Capital outlay is primarily associated with the replacement and purchase of vehicles and equipment required to maintain the Town's roads and right-of-way. Fiscal year 2024-2025 requests include a number of vehicles and equipment, all of which are replacing existing aging equipment which are beyond their useful life.

Changes in fund balance – Similar to the General Fund, HURF is structurally balanced with ongoing expenses financed with ongoing revenues. The reduction in fund balance is primarily due to one-time funding being used for the purchase of the vehicles and equipment mentioned above and restricted funding that may be used for potential monsoon-related damage or other emergency purchases.

All Other Special Revenue Funds

Other Special Revenue Funds include funds that account for a variety of grants and contributions including the Community Development Block and Affordable Housing grants, and public safety special revenue funds for the Town's Police Department and the Magistrate Court, including Racketeer Influenced and Corrupt Organizations Act funds (RICO), impound fees and various court fees, which are required to be kept in separate funds by Arizona Revised Statutes and grant agreements. Historically, the majority of revenues and expenses in these funds are provided by outside sources, with small amounts contributed by the General Fund to comply with grant matching requirements.

Summary of All Other Special Revenue Funds
Tentative Budget
Fiscal Year 2025

Revenues	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Intergovernmental revenues	$ 2,790,272	$ 2,790,272	$ -	0.0%
Fines and forfeiture	74,100	78,500	4,400	5.9%
Grants and contributions	533,877	622,568	88,691	16.6%
Investment income	5,000	15,000	10,000	200.0%
Miscellaneous revenues	10,000	10,000	-	0.0%
Total Revenue	***3,413,249***	***3,516,340***	***103,091***	***3.0%***
Expenditures				
Personnel & benefits	$ 950,836	$ 1,048,553	$ 97,717	10.3%
Contracted services	330,500	480,200	149,700	45.3%
Operating supplies & equip	3,055,105	2,902,593	(152,512)	-5.0%
Capital outlay	-	108,726	108,726	0.0%
Total Expenditures	***$ 4,336,441***	***$ 4,540,072***	***$ 203,631***	***4.7%***
Over/(Under)	***$ (923,192)***	***$ (1,023,732)***	***$ (100,540)***	***10.9%***
Other sources and (uses)				
Transfers in	100,000	100,000	-	0.0%
Total Other sources and (uses)	***100,000***	***100,000***	***-***	***0%***
Change in fund balance	***(823,192)***	***(923,732)***	***(100,540)***	***12.2%***

The following describes major changes between fiscal years:

Revenues

Intergovernmental revenues – These revenues account for both anticipated and unanticipated grant award revenues. Fiscal year 2024-2025 revenues have been adjusted to account for grant funding which is anticipated to be renewed while also including a reasonably healthy amount for unanticipated awards as we often experience both new awards and unanticipated additional funding allocations to existing awards. Funding from the Smart & Safe proposition is also accounted and expended out of this fund.

Grants and contributions – The change is primarily related to the Town's direct participation in the Community Development Block Grants (CDBG), which will result in higher awards than received in the past in the form of a pass-through award distributed by Pima County. The fiscal year increase is primarily due to unspent revenues that are being carried forward to be spent in fiscal year 2024-2025.

Expenditures

Personnel & benefits – Costs here account for grant funded salaries and related costs associated with a variety of grants such as the Vehicle Theft Taskforce grant, Drug Enforcement Agency, High Intensity Drug Trafficking Area, Counter Narcotics Alliance and School Resource Officers (SRO). Amounts may fluctuate from one year to the next based on anticipated grant award funding availability. Amounts have been adjusted to reflect baseline amounts of anticipated grant award renewals and are adjusted throughout the year to reflect actual amounts awarded for each grant.

Contracted services – Increase is primarily due to additional funding for Police Department expenditures of Smart & Safe proposition funding for new software and training needs.

Operating supplies & equipment – The budget amount is primarily available for other unanticipated grants to allow the Town flexibility to accept grant awards that have may become available on a first-come, first-served basis during fiscal year 2024-2025. Also reflected in the increase is unspent CDBG funding which was carried forward to be spent in fiscal year 2024-2025. A portion of the budget is for anticipated ongoing expenses out of non-grant award funds.

Capital outlay – The amount is related to carryover related to purchases that will not be completed until the new budget year. Funding for these purchases is provided through grant awards or other restricted sources.

Capital Projects Funds

The Town's Capital Projects Funds are utilized for many of the projects presented in the Town's Capital Improvement Plan. Capital Projects Funds include funds that account for impact fees, construction sales taxes (Transportation Fund and Downtown Reinvestment Fund), and funding provided by outside sources like the Pima Association of Governments, Pima County, and private parties to be utilized for the construction and acquisition of capital projects.

Summary of Capital Projects Funds
Tentative Budget
Fiscal Year 2025

Revenues	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Sales tax revenues	$ 11,167,867	$ 17,317,154	$ 6,149,287	55.1%
Intergovernmental revenues	46,832,591	105,401,332	58,568,741	125.1%
Licenses, fees & permits	1,795,684	3,642,836	1,847,152	102.9%
Grants and contributions	-	75,000	75,000	100.0%
Charges for services	-	1,232,526	1,232,526	100.0%
Investment income	50,000	1,050,000	1,000,000	2000.0%
Total Revenue	***59,846,142***	***128,718,848***	***68,872,706***	***115.1%***
Expenditures				
Contracted services	$ 425,000	$ 1,275,000	$ 850,000	200.0%
Operating supplies & equip	827,238	827,238	-	0.0%
Capital outlay	150,328,929	221,151,331	70,822,402	47.1%
Debt service	2,516,500	826,500	(1,690,000)	-67.2%
Total Expenditures	***$ 154,097,667***	***$ 224,080,069***	***69,982,402***	***45.4%***
Over/(Under)	***$ (94,251,525)***	***$ (95,361,221)***	***$ (1,109,696)***	***1.2%***
Other sources and (uses)				
Transfers in	100,000	1,808,471	1,708,471	1708.5%
Transfers out	(2,083,950)	(5,785,060)	(3,701,110)	177.6%
Bond proceeds	53,000,000	19,849,753	(33,150,247)	-62.5%
Total Other sources and (uses)	***51,016,050***	***15,873,164***	***(35,142,886)***	***-68.9%***
Change in fund balance	***(43,235,475)***	***(79,488,057)***	***(36,252,582)***	***83.8%***

The following describes major changes between fiscal years:

Revenues

Sales tax revenues – The increase is primarily related to right sizing of conservative budget projections in the prior year across all funds in anticipation of a "soft-landing" happening during fiscal year 2024-2025. As a result, revenues in the Transportation fund and half-cent sales tax funds were adjusted higher, based on current trends which forecast expanded construction activity as compared to prior year forecasts.

Intergovernmental revenues – These revenues account for funding provided by outside sources including the Pima Association of Governments (PAG), the Regional Transportation Authority (RTA) and federal grants to be utilized for the construction and acquisition of capital projects. The increase reflects increased revenues from all these sources in fiscal year 2024-2025 for large projects such as the Tangerine Road Widening, Phase 2A project, and a number of interchange projects. Some projects are conditional on obtaining federal awards prior to commencing on the project(s).

Licenses, fees & permits – This revenue is attributable to impact fees collected from the issuance of permits. Budgeted single family residential permits (SFR) for fiscal year 2023-2024 were anticipated to be significantly lower from the prior year because of high mortgage interest rates and continued uncertainty in the housing market. However, homebuilder incentives combined with strong demand resulted in the opposite impact on the market and to Town revenues. As such, fiscal year 2024-2025 were adjusted to reflect this new trend which will likely continue as interest rates retreat in the coming year. The Town's proximity to the highway along with land availability, should allow new single-family residential development to continue to be attractive in future fiscal years.

Grants and contributions – These revenues are usually associated with TABY artwork grants awarded to the Town by the Pima Association of Governments (PAG) for artwork. The current award is related to artwork at Marana Airport.

Transfers-in – Of the total amount being transferred, $300,000 reflects impact fee repayments of $2.40 million due to the Transportation Fund from the Wastewater Fund and from the Water and Wastewater impact fee funds, respectively, borrowed for the construction of the Water Reclamation facility. The remaining amount is related to funding being transferred from the General Fund to pay for the Tangerine Farms Road Extension project.

Bond Proceeds – The amount reflects the estimated amount of bond or other financing that will be required to construct impact fee funded projects before impact fees generate adequate cash flow. The projects include the Tangerine TI Improvements, the Tangerine Farms Road Extension, and the Marana Road Traffic Interchange.

Expenditures

Contracted services – Amounts here provide budget capacity for potential consulting fees and other yet to be determined development opportunities of the downtown area. Budget is primarily associated with payments under a development agreement that may materialize during fiscal year 2024-2025. All amounts are budgeted in the Downtown Reinvestment Fund, except for $150,000 which is included as budget capacity as part of the Town's public art policy.

Operating supplies & equipment – Costs here account for developer agreement reimbursements to Cottonwood Properties Inc. made from the Town's Transportation Fund. Amounts reimbursed are dependent on actual construction sales taxes collected within the development areas covered by the agreements.

Capital Outlay – Costs account for a variety of Transportation, 3rd party (developer, federal award) and impact fee funded projects. Amounts may fluctuate from one year to the next based on a variety of factors, including funding availability, which projects were completed in prior years, and anticipated needs on Town infrastructure. Additional information on the projects included is available in the Town's Capital Improvement Plan included in this document.

Debt Service – Costs reflect professional fees paid for the investment of cash out of the various capital projects funds and costs of issuance for new debt to be issued if deemed necessary.

Transfers out – Amounts transferred from impact fees, Transportation fund and Half Cent Fund revenues toward the maintenance of debt service payments on financing used to construct Town infrastructure. The amounts reflect cash flows required for scheduled payments in early July of 2025 for the Series 2017B and Series 2024 debt.

Debt Service Funds

Debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term principal and interest. The Town's funds account for the payments of several prior year debt issuances and refunding of revenue bonds. Funding, in the form of transfers in, is provided from a variety of sources including General Fund, Transportation, and Impact Fee Fund revenues.

The Town issued new debt in the amount of $51.1 million Series 2024 Bonds for the construction of the Community and Aquatics Center and refunded Series 2013 and Series 2017C bonds resulting in net present value savings of $1.8 million.

Amounts below fluctuate based on funding needs to maintain existing and new debt payments. Amounts also reflect refunded Series 2013 and 2017C bonds debt service payments being reported and serviced in the Water Reclamation fund commencing in fiscal year 2024-2025. Transfers-in are adjusted to reflect cash flows needed for the scheduled debt service payments due in July of 2025.

Summary of Debt Service Funds
Tentative Budget
Fiscal Year 2025

Expenditures	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Debt Service	$ 6,247,451	$ 9,087,464	$ 2,840,013	45.5%
Total Expenditures	***$ 6,247,451***	***$ 9,087,464***	***2,840,013***	***45.5%***
Over/(Under)	***$ (6,247,451)***	***$ (9,087,464)***	***$ (2,840,013)***	***45.5%***
Other sources and (uses)				
Transfers in	6,360,436	8,108,347	1,747,911	27.5%
Total Other sources and (uses)	***6,360,436***	***8,108,347***	***1,747,911***	***27.5%***
Change in fund balance	***112,985***	***(979,117)***	***(1,092,102)***	***-966.6%***

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SPECIAL DISTRICTS BUDGET SUMMARY

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Special Taxing Districts (Districts)

Special Taxing Districts include several Community Facilities Districts (CFDs) and the Tangerine Farms Road Improvement District (Tangerine ID). CFDs levy property taxes to pay for bonds issued to finance the acquisition and construction of public infrastructure benefiting the district and to pay costs of issuance related to the bonds and certain maintenance and operations costs. The Tangerine ID accounts for special assessments collected by the property owners of the district to pay for bonds issued to finance the acquisition and construction of infrastructure improvements and to pay costs of issuance related to the bonds.

Summary of Special Taxing District Funds
Tentative Budget
Fiscal Year 2025

Revenues	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Property Taxes	$ 2,435,494	$ 2,954,077	$ 518,583	21.3%
Grants and contributions	2,020,059	1,729,002	(291,057)	-14.4%
Miscellaneous revenues	187,000	104,043	(82,957)	-44.4%
Total Revenue	***4,642,553***	***4,787,122***	***144,569***	***3.1%***
Expenditures				
Contracted services	$ 99,750	$ 134,750	$ 35,000	35.1%
Operating supplies & equip	1,857,000	1,954,000	97,000	5.2%
Capital outlay	4,500,000	7,800,000	3,300,000	73.3%
Debt service	4,571,503	4,492,478	(79,025)	-1.7%
Total Expenditures	***$ 11,028,253***	***$ 14,381,228***	***$ 3,352,975***	***30.4%***
Over/(Under)	***$ (6,385,700)***	***$ (9,594,106)***	***$ (3,208,406)***	***50.2%***
Other sources and (uses)				
Bond proceeds	4,850,000	8,500,000	3,650,000	75.3%
Total Other sources and (uses)	***4,850,000***	***8,500,000***	***3,650,000***	***75.3%***
Change in fund balance	***(1,535,700)***	***(1,094,106)***	***441,594***	***-28.8%***

The following describes major changes between fiscal years:

Revenues

Property taxes – These revenues account for taxes levied on property owners within the boundaries of each CFD. The change is attributed to increases in property assessed valuations as compared to the prior fiscal year. Tax rates levied by the CFDs are not anticipated to change in fiscal year 2024-2025.

Grants and contributions – These revenues account for special assessments charged to the property owners within the Tangerine ID. Amounts remain unchanged from the prior fiscal year.

Miscellaneous revenues – These revenues account for potential developer contributions needed to cover debt service payment amounts beyond the max targeted tax rate of $2.50. Contributions are anticipated to cover planned shortages related to debt issued in prior fiscal years for the Gladden Farms, Phase II, CFD.

Expenditures

Operating supplies & equipment – Costs here account for the operations and maintenance of the Districts. The majority of the budget appropriation represents maintenance reserves for the Gladden Farms and Saguaro Bloom CFDs. Also, funds may be used toward the maintenance of District assets as allowed by an intergovernmental agreement between the corresponding District and the Town.

Capital outlay – Costs account for the purchase of infrastructure paid through new debt financing issued by the Districts. There is a planned acquisition of eligible infrastructure for the Saguaro Bloom CFD. Budget capacity has also been included for possible acquisition of eligible infrastructure for the Gladden Farms, Phase II CFD.

Debt service – Debt service payments remain fairly flat from the prior year. Funding is available to make scheduled payments for the Gladden Farms, Phase II and Saguaro Bloom CFDs and special assessment payments funded from property owners in the Tangerine Farms Road ID.

Bond proceeds –Staff has added capacity for one debt issuance for the Saguaro Bloom CFD ($4.85 million) and one debt issuance for the Gladden Farms, Phase II CFD ($3.65 million).

ENTERPRISE FUNDS BUDGET SUMMARY

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Enterprise Funds Budget Summary

Water Funds (Operating, Capital and Impact Fee)

The primary revenues for the Water Operating Fund are for charges for water delivered and sold to customers. As such, it is set up and operates as a stand-alone enterprise fund. Impact fees are used for water capital improvement projects and debt service payments and thus are presented as part of the Water Enterprise Fund.

Summary of Water Funds
Tentative Budget
Fiscal Year 2025

Revenues	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Charges for services	$ 8,622,500	$ 9,685,592	$ 1,063,092	12.3%
Intergovernmental revenues	328,000	2,636,000	2,308,000	703.7%
Licenses, fees & permits	5,652,385	7,249,399	1,597,014	28.3%
Grants and contributions	176,754	144,495	(32,259)	-18.3%
Investment income	100,000	100,000	-	0.0%
Miscellaneous revenues	265,646	208,100	(57,546)	-21.7%
Total Revenue	***15,145,285***	***20,023,586***	***4,878,301***	***32.2%***
Expenditures				
Personnel & benefits	$ 3,544,061	$ 3,792,917	$ 248,856	7.0%
Contracted services	2,638,484	3,842,290	1,203,806	45.6%
Operating supplies & equip	2,812,613	3,256,122	443,509	15.8%
Capital outlay	27,491,737	35,771,757	8,280,020	30.1%
Debt service	2,572,213	2,584,586	12,373	0.5%
Total Expenditures	***$ 39,059,108***	***$ 49,247,672***	***$ 10,188,564***	***26.1%***
Over/(Under)	***$ (23,913,823)***	***$ (29,224,086)***	***$ (5,310,263)***	***22.2%***
Other sources and (uses)				
Transfers in	4,361,958	4,707,278	345,320	7.9%
Transfers out	(4,683,494)	(5,280,307)	(596,813)	12.7%
Loan proceeds	21,273,043	23,060,492	1,787,449	8.4%
Total Other sources and (uses)	***20,951,507***	***22,487,463***	***1,535,956***	***7.3%***
Change in fund balance	***(2,962,316)***	***(6,736,623)***	***(3,774,307)***	***127%***

The following describes major changes between fiscal years:

Revenues

Charges for services – Charges for services, or rate revenues are the main source of revenue for the Water Fund. Rate revenues are solely based on the existing rate structure plus new account growth. These rates were restructured and increased in January 2020, 2021, 2022, 2023 and 2024 based on a water rate study approved by Council. The increase in revenues includes a planned increase in rates as per the water study and anticipated account growth during the fiscal year.

Intergovernmental revenues – Current year revenues include two WIFA grants to be used toward phase II of the recharge basins, and meter replacement.

License fees & permits – Changes in this revenue source are related to anticipated increases in inspections and impact fee collections associated with the significant increase in new home construction in benefit areas served by the Town's utility.

Miscellaneous revenues – The amount in this category represents administrative related revenues for resources expended by the Water Fund in the operation of water reclamation facilities and possible developer contributions.

Transfers in – Amounts are associated with transfers from the General Fund to the Water Fund and the Water Impact Fee fund for WIFA debt service payments for the WIFA loans and for intra-fund transfers for the funding of water capital projects.

Loan proceeds – Loan proceeds have been included for the funding of projects and water resource acquisitions if those become available during the fiscal year as impact fee cash flows might not be available when needed. Also included are WIFA loans awarded in the prior fiscal year, which are drawn down on a reimbursement basis during the construction of projects which will be ongoing in fiscal year 2024-2025 and for possible new debt issuances for impact fee related projects if the need arises to have those project commence prior to adequate impact fee cash flow availability.

Expenditures

Personnel & benefits – The increase is primarily attributed to higher health premiums, performance pay and other adjustments. These increases include the addition of a new Water Billing Specialist position which converts a term limited temporary Billing Specialist to a permanent position to help continue to provide quality service to customers.

Contracted services and Operating supplies and equipment – This category includes the majority of the Water Fund's maintenance and rehabilitation programs. Increase is primarily attributed to higher electricity and CAP and CAGRD fees, while also including higher costs for operating supplies and other operating needs (printing, postage, annual software service, etc.) and funding for a federally

mandated Risk and Resiliency Assessment. A WIFA grant awarded for the replacement of meters is also included in the amount of $1.1 million.

Capital outlay – This category includes the purchase and replacement of vehicles and equipment necessary to provide services as well as water related capital improvement projects. Several projects are included such as the Northwest Recharge and Recovery Distribution System (NWRRDS) as well as, impact fee funding capacity if the opportunity arises to make new renewable water acquisitions. The department has also secured WIFA loans and grants to help pay for some of the capital projects. A significant portion of these loans is forgivable (i.e. $4 million of $5.5 million to be borrowed). For more details, please refer to the Town's Capital Improvement Plan.

Change in Fund Balance

The Water Operating Fund is structurally balanced with ongoing expenses financed with ongoing revenues. One of the goals of the recent Council approved rate study in fiscal year 2020-2021 was to establish and maintain adequate reserves to provide for 90 days of operations and maintenance expenses. As such, revenues in excess of expenses will be used for that stated purpose. Amounts over adequate reserves may also be deployed toward one-time projects and programs. The fund has established and plans to maintain the above stated reserves.

The Water Operating Fund budget includes a deficit balance. The deficit in the current operating budget consists of funding for many projects including $2.9 million for the NWRRDS project.

Water Reclamation Funds (Operating, Capital & Impact Fee)

The primary revenues for the Water Reclamation Operating Fund are for customer charges to deliver and treat sewer flows at the north Marana Water Reclamation Facility. The primary customers are outside of the organization. As such, it is set up and operates as a stand-alone enterprise fund.

Impact fees are used for water reclamation capital improvement projects and debt service payments and thus are presented as part of the Water Reclamation Enterprise Fund.

Summary of Water Reclamation Funds
Tentative Budget
Fiscal Year 2025

Revenues	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Charges for services	$ 3,070,105	$ 3,645,407	$ 575,302	18.7%
Intergovernmental revenues	-	1,250,000	1,250,000	100.0%
Licenses, fees & permits	2,541,998	3,419,078	877,080	34.5%
Grants and contributions	30,227	25,439	(4,788)	-15.8%
Investment income	25,000	16,854	(8,146)	-32.6%
Miscellaneous revenues	12,950	12,950	-	0.0%
Total Revenue	***5,680,280***	***8,369,728***	***2,689,448***	***47.3%***
Expenditures				
Personnel & benefits	$ 780,944	$ 847,840	$ 66,896	8.6%
Contracted services	1,333,077	1,656,800	323,723	24.3%
Operating supplies & equip	438,012	580,623	142,611	32.6%
Capital outlay	18,570,828	28,084,934	9,514,106	51.2%
Debt service	866,981	2,465,530	1,598,549	184.4%
Total Expenditures	***$ 21,989,842***	***$ 33,635,727***	***$ 11,645,885***	***53.0%***
Over/(Under)	***$ (16,309,562)***	***$ (25,265,999)***	***$ (8,956,437)***	***54.9%***
Other sources and (uses)				
Transfers in	2,846,645	4,712,662	1,866,017	65.6%
Transfers out	(3,445,485)	(3,353,259)	92,226	-2.7%
Total Other sources and (uses)	***(598,840)***	***1,359,403***	***1,958,243***	***-327.0%***
Change in fund balance	***(16,908,402)***	***(23,906,596)***	***(6,998,194)***	***41.4%***

The following describes major changes between fiscal years:

Revenues

Charges for services – Charges for services, or rate revenues are the main sources of revenue for the Water Reclamation Fund. Rate revenues are solely based on new account growth and rates charged to customers. These rates were increased in January 2020, 2021, 2022, 2023 and 2024 based on a waste water rate study approved by Council. The increase in revenues is primarily due to the final increase in rates in January 2025, as well as increased account growth from new home construction.

Intergovernmental revenues – Current year revenues include a WIFA grant to be used toward phase II of the recharge basins project.

Licenses permits & fees – This revenue is primarily comprised of impact fees. The change is anticipated due to increased new home construction in benefit areas served by the Town's utility over the next fiscal year.

Investment income – Investment revenues are projected to decrease as we anticipate lower interest rates in the upcoming year.

Expenditures

Personnel & benefits – Funding is included for performance pay and other adjustments and higher health premiums.

Contracted Services – The increase is attributed to higher operating costs, such as hauling away biosolids and vector control, and due to a number of studies including the SCADA Master plan, the Sewer Master Plan update and a federally mandated Risk and Resilience Assessment.

Operating supplies and equipment – This category accounts for the majority of costs to operate the water reclamation facility. The increase is attributed to higher operational costs due primarily to increased electricity consumption. The plant is processing greater quantities of waste water which is in line with the increased customer base.

Capital outlay – In the operating fund, this category includes the purchase and replacement of vehicles, equipment, and infrastructure necessary to provide services.

In the capital and impact fee funds, this category includes budget for capital improvement projects. The overall increase is associated with funding for capital projects in fiscal year 2024-2025 and reflects anticipated cost increases for the sewer conveyance system expansion and the water reclamation plant expansion which is necessary to sustain growth and new housing developments. Funding for the

projects is provided through a combination of user rates, grant awards and impact fee funds. Additional information is available in the Capital Improvement Plan section in this document.

Debt service – The fiscal year budget includes projected debt service on the portions of the 2017 Series bonds attributable to the WRF expansion to 1.5MGD as well as WIFA loans for repairs to the collections system in the Adonis neighborhood. During the second half of fiscal year 2023-2024 the Town refunded Series 2013 and Series 2017C bonds which were issued in relation to water reclamation assets. These refunded Series were being paid out of governmental debt service funds. Commencing with fiscal year 2024-2025, the refunded Series 2024 related to these prior debt issuances will now be reported in the Water Reclamation fund to better align the liability with the assets acquired through the debt issuance. Money to fund these debt service payments will continue to be allocated from the applicable impact fee funds as before the refunding.

Transfers-out – Amounts transferred reflect funding from the Water Operating Fund to the Water Capital Fund for the North Marana Sewer Interceptor project.

Change in Fund Balance

The Water Reclamation Operating Fund is structurally balanced with ongoing expenses financed with ongoing revenues. One of the goals of the recent Council approved rate study in fiscal year 2020-2021 was to establish and maintain adequate reserves to provide for 60 days of operations and maintenance expenses. As such, revenues in excess of expenses will be used for that stated purpose. Amounts over adequate reserves may also be deployed toward one-time projects and programs. The fund has established and plans to maintain the above stated reserves. The current anticipated fund balance includes unspent transfers into the Water Reclamation Capital Fund in fiscal year 2022-2023 to be used toward the multi-year sewer conveyance system expansion project.

The Water Reclamation Operating Fund budget includes a deficit balance. The deficit in the current operating budget consists of funding for several projects including a screw press at the water reclamation plant to add needed redundancy in the system.

Airport Funds (Operating and Capital)

The primary revenues for the Airport Operating Fund are for customer charges for facility or ground lease revenues, open tie-down permits and fueling fees for planes at the airport. The primary services are to customers outside of the organization. As such, it is set up and operates as a stand-alone enterprise fund.

Federal and State grants, matched by Town funding, are used for airport capital improvement projects as grant awards become available and accepted by Council.

Summary of Airport Funds
Tentative Budget
Fiscal Year 2025

Revenues	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Charges for services	$ 347,672	$ 368,551	$ 20,879	6.0%
Intergovernmental revenues	7,027,142	15,550,342	8,523,200	121.3%
Miscellaneous revenues	2,000	2,000	-	0.0%
Total Revenue	***7,376,814***	***15,920,893***	***8,544,079***	***115.8%***
Expenditures				
Personnel & benefits	$ 324,362	$ 437,730	$ 113,368	35.0%
Contracted services	254,950	259,850	4,900	1.9%
Operating supplies & equip	67,850	76,925	9,075	13.4%
Capital outlay	7,690,523	16,330,154	8,639,631	112.3%
Total Expenditures	***$ 8,337,685***	***$ 17,104,659***	***$ 8,766,974***	***105.1%***
Over/(Under)	***$ (960,871)***	***$ (1,183,766)***	***$ (222,895)***	***23.2%***
Other sources and (uses)				
Transfers in	960,871	1,183,766	222,895	23.2%
Total Other sources and (uses)	***960,871***	***1,183,766***	***222,895***	***23.2%***
Change in fund balance	***-***	***-***	***-***	***0.0%***

The following describes major changes between fiscal years:

Revenues

Charges for services – This revenue source is comprised of air hangar leases, fuel charges, and open tie-downs. Revenues are anticipated to increase slightly primarily due to higher fuel charges.

Intergovernmental revenues – This revenue source is primarily comprised of federal and state grants awards, which are to be used toward airport capital improvement projects along with cash match funding from the Town.

Miscellaneous revenues – Miscellaneous revenues are unchanged due to the discontinued use of the airport ramp for non-aeronautical activities in accordance with Federal regulations.

Transfers in – The budgeted transfer in fiscal year 2024-2025 represents what may likely be an ongoing, operating subsidy from the General Fund as the airport does not generate adequate revenues to support the needs of an airport with significantly aged infrastructure and large capital improvement needs. Continued planning and coordination efforts with the Economic Development Department will hopefully improve the airport's ability to generate adequate revenues in the future.

Overall, for both operating and capital funds, transfers increased from the prior fiscal year to help cover operating costs and matching funds for capital projects provided by the Town.

Expenditures

Personnel & benefits – The change is associated with higher health premiums and performance pay and other adjustments along with the addition of a new Maintenance Associate II position.

Contracted services and Operating supplies & equipment – The change is associated with increased maintenance and operating costs, including higher insurance, vehicle maintenance and fuel costs. There are no large non-capital facilities projects budgeted for fiscal year 2024-2025.

Capital outlay – The change is primarily associated with anticipated airport capital improvement projects, conditional on funding availability by Federal or State sources. Projects include the continuation of the multi-year Control Tower project. More details on all the projects are available in the Capital Improvement Plan section in this document.

INTERNAL SERVICE FUNDS BUDGET SUMMARY

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Internal Service Funds

Internal Service funds account for the Town's self-insured medical, dental and vision benefits for the Town's employees.

Summary of Internal Service Funds
Tentative Budget
Fiscal Year 2025

Revenues	FY2024 Budget	FY2025 Tentative	$ Change	% Change
Miscellaneous revenues	$ 5,696,168	$ 6,211,485	$ 515,317	9.0%
Total Revenue	***5,696,168***	***6,211,485***	***515,317***	***9.0%***
Expenditures				
Contracted services	$ 720,640	$ 758,440	$ 37,800	5.2%
Operating supplies & equip	4,975,528	5,453,045	477,517	9.6%
Total Expenditures	***$ 5,696,168***	***$ 6,211,485***	***$ 515,317***	***9.0%***
Over/(Under)	***$ -***	***$ -***	***$ -***	***0.0%***
Change in fund balance	***-***	***-***	***-***	***0.0%***

The following describes major changes between fiscal years:

Revenues

Miscellaneous revenues – These revenues are comprised of employee and employer premiums. Increases in revenues are associated with new employee positions, plan enrollment changes and an increase of 4.1% to premiums.

Expenditures

Contracted services – Costs are primarily increasing due to higher fixed costs for administration and stop-loss fees.

Operating supplies & equipment – Costs here account for medical, dental and vision claims. Fiscal year 2024-2025 increases are primarily related to industry related trends and inflation factors.

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DEPARTMENT BUDGET SUMMARIES

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MAYOR & TOWN COUNCIL

Overview

The Marana Town Council is committed to providing its residents with a high standard of living through a combination of policy development, efficient municipal services, and progressive community planning. Council's actions are based on solid values, uncompromising integrity, and servant leadership for the community.

Fiscal Year 2023-24 Accomplishments

- Adopted a structurally balanced opeating budget.
- Adopted a 2024 Arizona Legislative Session Policy Priority Program.
- Created the Marana Civic Committee to increase citizen engagement efforts.
- Participated in a Council Retreat to identify new policy goals and methods to achieve these goals.

Fiscal Year 2024-25 Goals & Objectives

- Ensure the use of the Strategic Plan in the development of the annual budget.
- Identify and support legislative priorities.
- Ensure that Marana remains a safe, clean, and healthy community.
- Continue to develop, foster, and maintain relationships with Federal, State, County, and local partners.

Key Performance Indicators

Promote and increase Town representation throughout the state.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Number of regional and statewide committees with council member participation	N/A	8	8	✓	8

✓ Target Met ✗ Target Not Met N/A - New/Previous Measure

Committees:

Arizona Association of Economic Development
Arizona League of Arizona Cities and Towns Executive Board
Pima Association of Government Board
Regional Transit Authority Board
Sun Corridor Board
Cortaro-Marana Irrigation District Board
Cortaro Water Users' Association Board
Metropolitan Pima Alliance

Staff Summary: **Town Council does not have any FTE's. Town Council members are paid a stipend and are eligible to receive benefits.**

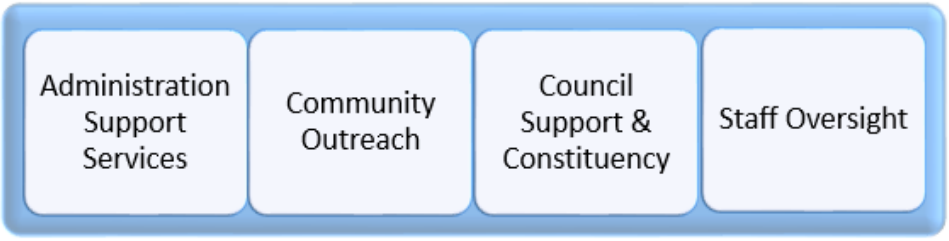
Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
General Fund	$342,491	$387,745	$400,486	$12,741	
Total Budget	**$342,491**	**$387,745**	**$400,486**	**$12,741**	(1)

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$322,979	$327,704	$340,005	$12,301	
Contracted Services	12,399	41,556	41,756	200	
Operating Supplies & Equipment	7,113	18,485	18,725	240	
Total Budget	**$342,491**	**$387,745**	**$400,486**	**$12,741**	(1)

Budget Notes and Significant Changes

1 The Mayor & Town Council budget is virtually unchanged from the prior year.

TOWN MANAGER



Overview

The Town Manager's Office, under the policy and direction of the Town Council, provides oversight, support and coordination of administrative activities across the Town. The Manager's Team provides leadership and vision to town staff for the benefit of the entire Marana community. Using the Strategic Plan, we implement successful strategies to tackle the challenges and growth in the Town. The Manager's Team promotes responsiveness and efficient policies and procedures to ensure the highest quality of life for residents and businesses. The Manager's Team believes in strong partnerships with our business and development communities, our neighboring municipalities, and various interest groups in the area. We are committed to providing the highest level of customer service and effective solutions to complex changes. The Manager's Team will never compromise our integrity or the public's trust.

Fiscal Year 2023-24 Accomplishments

- Maintained a structurally balanced budget and strengthened the Town's financial position.
- Provided quarterly Strategic Plan 5 progress updates to Town Council and the public.
- Onboarded a new Cultural Heritage Specialist who is leading heritage-related efforts.
- Hosted a Council Retreat to establish and identify new policy priorities and how to achieve them.
- "Real Talk with the Town" podcast received a Silver Circle Award from the City-County Communications & Marketing Association.

Fiscal Year 2024-25 Goals & Objectives

- Maintain a structurally balanced budget that advances the priorities identified in Strategic Plan 5.
- Continue implementation of Strategic Plan 5 performance management dashboard to ensure progress towards meeting identified goals.
- Continue implementation of the Marana 2040 General Plan, including the various master plans and studies described within the plan.
- Continue expansion and enhancement of social media platforms and engagement.
- Successfully launch new Town website that will better serve local government needs and improve resident outreach.

Key Performance Indicators

Invite citizen involvement and deliver transparent and timely distribution of information through a variety of innovative platforms.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of customer satisfaction rating of "Very Satisfied" or "Satisfied" for Communications services	N/A	65%	94%	✓	75%
Total number of new Town Newsroom subscribers	N/A	600	449	✘	600
Community outreach and educational videos produced in-house	N/A	115	118	✓	120
Total number of podcast plays per year	N/A	10,000	7,242	✘	10,000

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	8.50	9.00	10.00	1.00
% of town's FTEs			2.10%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
General Fund	$1,473,620	$1,600,517	$1,678,187	$77,670
Total Budget	**$1,473,620**	**$1,600,517**	**$1,678,187**	**$77,670**

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$1,132,492	$1,262,709	$1,364,537	$101,828	(1)
Contracted Services	255,625	237,452	184,050	(53,402)	(2)
Operating Supplies & Equipment	85,503	100,356	129,600	29,244	(3)
Total Budget	**$1,473,620**	**$1,600,517**	**$1,678,187**	**$77,670**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to the Cultural Heritage Specialist being converted from a part-time to a full time position, as well as increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025. Also, a communications position that was shared with the Bed Tax Fund is now fully budgeted to be paid out of the General Fund.

2 Contracted Services - Decrease is primarily associated one-time funding included in the prior year budget for an update to the Town's website platform, which will be completed in the first half of fiscal year 2024-2025.

3 Operating Supplies & Equipment - Increase is primarily associated with one-time funding for the update of the Town's strategic plan.

TOWN CLERK

Overview

The Town Clerk's Office is driven to serve, preserve, and enrich our community. We do this through proactively serving Marana residents, the Town Council, and Town staff; carefully preserving the Town's cherished heritage and records for future generations; timely providing access to public meetings, documents, and information; and fairly and impartially overseeing Town elections in accordance with the law.

Fiscal Year 2023-24 Accomplishments

- Two members of the Town Clerk's Office became State-certified election officials and made several preparations for the upcoming 2024 Town Council/Mayoral election. These preparations included creating a new candidate handbook, providing training to Clerk's Office staff, and revamping the Town's election webpages.
- The Town Clerk's Office has steadily and consistently processed records filing and retention throughout the fiscal year to date, including by appropriately preserving documents of legal and historical value.
- The Town Clerk's Office has consistently processed and published Town Council agendas well before the statutory deadline, and recently spearheaded the preparation of an 822-page agenda packet - the largest packet since the Town was incorporated in 1977 - and published it within its normal publishing timeframes.
- From the beginning of the fiscal year until the present (January, 2024), the Town Clerk's Office has professionally and timely processed over 300 public records requests.

Fiscal Year 2024-25 Goals & Objectives

- Encourage electoral confidence by providing fair and impartial election information and by fairly and impartially overseeing the 2024 Marana Town Council/Mayoral election.
- Update the Town's list of essential records across Town departments and improve overall coordination with department records liasons regarding records management.
- Implement greater access to Council meetings through the implementation of closed captioning video services.

Key Performance Indicators

Elevate the Town's public service by providing timely public access to Town information.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of agendas and notices posted in compliance with state law	100%	100%	100%	✓	100%
Percentage of public records requests acknowledged within 24 hours (excluding weekends/holidays)	95%	100%	100%	✓	100%
Percentage of draft Council and Community Facility District minutes with little to no modification prior to Council adoption	N/A	90%	90%	✓	90%

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	5.00	5.00	5.00	-
% of town's FTEs			1.05%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
General Fund	$487,261	$570,215	$606,742	$36,527
Total Budget	**$487,261**	**$570,215**	**$606,742**	**$36,527**

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$376,582	$459,825	$488,172	$28,347	(1)
Contracted Services	102,340	40,270	96,050	55,780	(2)
Operating Supplies & Equipment	8,339	10,120	22,520	12,400	(3)
Restricted	-	60,000	-	(60,000)	(4)
Total Budget	**$487,261**	**$570,215**	**$606,742**	**$36,527**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

2 Contracted Services - Increases to contracted services are primarily related to the upcoming elections in fiscal year 2024-2025, which happen every other year.

3 Operating Supplies & Equipment - Increases are related to one-time funding for the replacement of equipment that have reached their end of life.

4 Restricted Budget - Available to ensure adequate capacity exists for elections outside the normal election cycles. Budget is appropriated in non-election years.

HUMAN RESOURCES

Overview

The Human Resources Department goal is to support and advance the Town of Marana by attracting, hiring, retaining, and developing those that align with our culture and values while enhancing workplace culture and employee engagement.

Fiscal Year 2023-24 Accomplishments

- Completed Compensation Study.
- Updated job descriptions.
- Established Supervisor Academy.
- Revised Administrative and Safety Directives.
- Improved existing processes.

Fiscal Year 2024-25 Goals & Objectives

- Implement paperless processes.
- Implement New Learning Management System.
- Enhance training and development opportunities.
- Conduct Internal Compliance Audits.
- Improve existing processes.

Key Performance Indicators

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

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of employees who rate overall workplace culture as positive; agree and strongly agree	78%	70%	85%	✓	80%
Percentage of employees who feel the organization invests in their development; agree and strongly agree	74%	70%	73%	✓	75%
Percentage of employees who feel they are adequately prepared to compete for internal promotions when available; agree and strongly agree	N/A	70%	TBD	TBD	80%

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	12.00	13.00	14.00	1.00
% of town's FTEs			2.94%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
General Fund	$1,387,503	$1,772,626	$2,195,874	$423,248
Total Budget	**$1,387,503**	**$1,772,626**	**$2,195,874**	**$423,248**

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$1,125,500	$1,452,879	$1,706,315	$253,436	(1)
Contracted Services	84,601	132,488	258,376	125,888	(2)
Operating Supplies & Equipment	146,457	187,259	225,183	37,924	(3)
Capital Outlay	30,945	-	-	-	
Restricted Budget	-	-	6,000	6,000	
Total Budget	**$1,387,503**	**$1,772,626**	**$2,195,874**	**$423,248**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed a new HR Manager position and increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

2 Contracted Services - Increases are primarily attributed to funding provided for new organizational development software and for continuing education and training needs.

3 Operating Supplies & Equipment - Increases primarily due to higher expenses for employee recognition programs, health safety needs and for one-time funding for furniture and equipment for new HR Manager position.

FINANCE

Overview

The Finance Department provides financial support services throughout the Town including accounting, fiscal planning, treasury services, cash receipts, purchasing, accounts payable, payroll, debt management, development and monitoring of the annual operating budget, establishing and monitoring internal controls, preparing the Comprehensive Annual Financial Report, facilitating external audits and independent reviews and grant management.

Fiscal Year 2023-24 Accomplishments

- Received the 16th consecutive Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA).
- Received the Certificate of Excellence in Financial Reporting for the GFOA for the 15th consecutive year.
- Participated in the successful implementation of a new water billing system.
- Issued new debt to finance the construction of the Town's Community and Aquatics Center and refunded existing eligible debt generating savings of approximately $1.8 million.

Fiscal Year 2024-25 Goals & Objectives

- Receive the Distinguished Budget Presentation Award from the GFOA.
- Receive the Certificate of Excellence in Financial Reporting from the GFOA.
- Implement a new business licensing software system.
- Assist with the implementation of the Town's new permitting system.

Key Performance Indicators

Receive a clean audit opinion without any findings or questioned costs.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Unmodified audit opinion in financial statements by external CPA firm	✓	✓	✓	✓	✓

Invest idle cash to achieve best investment results considering safety, liquidity and yield.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Compliance with Town investment and financial policies	✓	✓	✓	✓	✓

Provide detailed and transparent financial information to the public about the use of public resources.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Receipt of GFOA Certificate of Achievement for Excellence in Financial Reporting	✓	✓	✓	✓	✓
Receipt of GFOA Distinguished Budget Presentation Award	✓	✓	✓	✓	✓

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	17.00	17.00	19.00	2.00
% of town's FTEs			3.99%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
General Fund	$1,549,363	$1,898,127	$2,293,277	$395,150
Total Budget	**$1,549,363**	**$1,898,127**	**$2,293,277**	**$395,150**

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$1,387,008	$1,666,192	$2,042,542	$376,350	(1)
Contracted Services	124,569	134,235	184,870	50,635	(2)
Operating Supplies & Equipment	30,934	7,700	15,865	8,165	(3)
Capital Outlay	6,852	-	-	-	(3)
Restricted	-	90,000	50,000	(40,000)	(4)
Total Budget	**$1,549,363**	**$1,898,127**	**$2,293,277**	**$395,150**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to a new Accountant and a new License & Tax Specialist position and increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

2 Contracted Services - Increases primarily to higher audit costs and for new contract management software costs, offset by lower advertising costs.

3 Operating Supplies & Equipment - Increases for equipment and supplies for two new FTEs being added to the department.

4 Restricted - Budget capacity to be used toward the implementation of new budget interactive software.

LEGAL

Overview

The Marana Legal Department provides superior legal services to ensure that the Town is a safe, sustainable community with a high quality of life, now and in the future. We strive to achieve justice and to protect the Town by developing sound legal direction and strategies, protecting victims' rights, upholding the law with fairness and integrity, and maintaining a strong work ethic. The Legal Department provides legal advice to the Mayor and Council, the Town Manager's Office and all Town departments, and directly or through outside counsel represents the Town in litigation. The Legal Department also prosecutes misdemeanor offenses and Town Code violations committed within the Town limits, working closely with the Police Department and Marana Municipal Court.

Fiscal Year 2023-24 Accomplishments

- Completed Town Procurement Manual to assist Finance/Procurement and other Town departments with the procurement process from start to finish.
- Drafted and assisted with implementation of design and construction contracts for the new Marana Community and Aquatics Center.
- Drafted amendments to the Town Code to regulate transitional housing within the Town, including regulation of sober living homes.
- Assisted Development Services Department in all legal aspects related to annexation of Marana Pumpkin Patch into the Town.
- Provided top-quality municipal criminal and code enforcement, including efficiently and fairly handling 557 criminal prosecutions, 5 appeals, 2 special actions, 2 aggressive dog designation cases, and 6 code enforcement cases in the first 7 months of FY2024.

Fiscal Year 2024-25 Goals & Objectives

- Assist the Water Department with implementation of the Water Resources Master Plan Update, including assisting with legal aspects of water acquisitions.
- Assist the Airport with all legal aspects of funding and construction of the new Air Traffic Control Tower.
- Continue to provide top-quality municipal criminal prosecution services, by ethically and efficiently prosecuting cases with the goal of achieving justice, and protecting victims' legal rights.
- Continue to assist with all legal aspects of construction, opening, and operation of the new Marana Community and Aquatics Center.

- Provide legal advice and direction regarding major Town CIP projects, including Tangerine Road, Twin Peaks Road, Tangerine/I-10 interchange, Marana Rd./I-10 interchange and general implementation of the Traffic Master Plan.

Key Performance Indicators

Efficiently and effectively prosecute misdemeanor cases.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of cases with initial victim notices sent out by first pretrial conference	100%	100%	98%	✘	100%
Ratio of cases disposed to cases filed	92%	90%	105%	✓	90%

Provide timely and accurate legal advice to the Town.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of successful outcomes in personnel matters	100%	95%	100%	✓	95%
Percentage of ordinances/resolutions drafted within 30 days of request	88%	90%	88%	✘	90%

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	9.00	9.00	9.00	-
% of town's FTEs			1.89%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
General Fund	$1,075,702	$1,244,565	$1,348,734	$104,169
Total Budget	**$1,075,702**	**$1,244,565**	**$1,348,734**	**$104,169**

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$968,623	$1,025,067	$1,153,278	$128,211	(1)
Contracted Services	101,983	214,098	189,756	(24,342)	(2)
Operating Supplies & Equipment	5,096	5,400	5,700	300	
Total Budget	**$1,075,702**	**$1,244,565**	**$1,348,734**	**$104,169**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

2 Contracted Services - Decreased related to archiving software that was implemented in the prior year, offset by increases for professional legal services.

TECHNOLOGY SERVICES

Overview

The Technology Services Department provides Town departments with the leadership, skills and technology infrastructure that enable the effective, secure, and efficient use of technology solutions in support of the vision, principles and strategic goals of the Town of Marana.

Fiscal Year 2023-24 Accomplishments

- Implemented Microsoft Exchange 365 e-mail system and Office 365 software upgrade, including Teams chat and meetings.
- Selected CityView as the Town's new permitting and licensing system; implementation project is in progress with July 2025 launch date.
- Adopted Infosec IQ as the Town's cybersecurity training platform to educate Town staff on ways to mitigate the threat of phishing and other cybersecurity attacks.
- Developed an IT strategic plan for the department to align with the Town's Strategic Plan 5 focus areas and goals.

Fiscal Year 2024-25 Goals & Objectives

- Drive the CityView permitting and licensing system implementation project to maintain the July 2025 launch date.
- Adopt a formal administrative directive to establish asset management requirements for Parks and Recreation, Public Works and Water departments.
- Implement a standard for CAD as-built submittals to automate GIS data entry processes for ArcGIS, Cartegraph, Survey123 integration.
- Create a year-round cybersecurity training program to educate Town staff on effectively mitigating cybersecurity threats.
- Redesign the Town's network and continue adoption of cloud computing services to enable new advances in the Town's services and ensure business continuity and disaster recovery capabilities.

Key Performance Indicators

Elevate the Town's public service quality through efficient resolution of Town technology issues.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Average internal customer services satisfaction rating with technical support provided (on a scale of five stars)	N/A	4.80	4.95	✓	90%
Percentage of service requests completed within defined service level targets	N/A	90%	84%	✘	90%
Percentage of unplanned downtime of major applications affecting business continuity	N/A	< 5%	<1%	✓	1%
Percentage of unplanned downtime of public facing applications (websites, GIS viewers) affecting public service	N/A	< 5%	<1%	✓	1%
Total number of departmental dashboards built to show asset management costs for Parks and Recreation, Public Works, and Water	N/A	3	1	✘	3

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	20.00	21.00	22.00	1.00
% of town's FTEs			4.63%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
General Fund	$3,924,582	$5,989,155	$7,998,069	$2,008,914
Total Budget	**$3,924,582**	**$5,989,155**	**$7,998,069**	**$2,008,914**

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$1,527,000	$2,144,070	$2,420,892	$276,822	(1)
Contracted Services	1,516,996	3,008,084	3,742,904	734,820	(2)
Operating Supplies & Equipment	158,406	687,001	1,317,853	630,852	(3)
Capital Outlay	722,180	100,000	100,000	-	(4)
Restricted	-	50,000	416,420	366,420	(5)
Total Budget	**$3,924,582**	**$5,989,155**	**$7,998,069**	**$2,008,914**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to a new Tech Support Specialist I position and due to increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

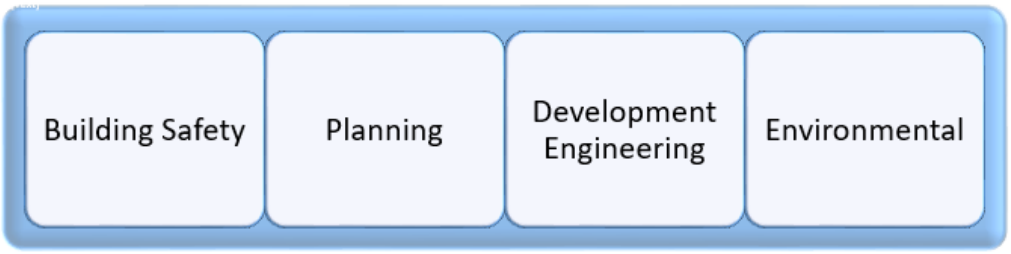
2 Contracted Services - Increase includes a number of areas such as consulting services, computer software and hardware, connectivity charges, including some for the new Community & Aquatics Center, and funding for one-time projects such as the evaluation of a new building access control system. Increases were also included for public safety radios and camera equipment service contracts.

3 Operating Supplies & Equipment - Increase is primarily due to additional one-time funding for the replacement of aging police radios, computers, printers and other office equipment many of which are out of services due to delays and deferrals put in place during the last few years due to COVID and supply chain disruptions.

4 Capital Outlays - Amount is being carried forward from the prior year for the design and planning of expanding the Town's fiber connection to create redundancy and help ensure continuity of operations.

5 Restricted - Funding capacity to complete network upgrades that may not be completed in the prior year, and also for unanticipated cost increases or emergency needs.

DEVELOPMENT SERVICES



Overview

To ensure that all departmental activities (Building Safety, Planning, Engineering, Environmental and Real Property) enhance and support the vision of the strategic plan by providing responsiveness to, and creating partnerships with the development community.

Building Safety Division

The Building Safety division is responsible for establishing the minimum requirements that safeguard public health. This is accomplished by adopting the most up-to-date technical building code and enforcement of that code through field inspection. The division collectively works with a fire service agency within the Town to administer provisions of the fire code. The goal is to provide the highest level of service and to maintain the vision of the Town, by incorporating the strategic plan into the divisions's policies and procedures whenever possible.

Planning Division

The Planning division is dedicated to the physical, social and economic excellence of the Town through sound professional planning practices, consistent policy advice, active public participation and superior public service to promote the welfare and quality of life of the community. Planning is responsible for administering and implementing the General Plan, the Town Code and the Land Development Code. The division provides support and recommendations to the Town Council and Planning Commission to assist each in making decisions regarding land uses and development proposals. The division processes applications for new development and redevelopment within the Town such as site plan reviews, special use requests, planned development proposals, subdivision proposals and rezoning requests to ensure compliance with Town requirements.

Engineering, Environmental, and Real Property Division

The Engineering, Environmental and Real Property division is responsible for addressing the infrastructure needs throughout the Town. The Engineering division provides oversight of projects to ensure that private development follows Town ordinances and engineering practices, maintains the safety of the public and the environment, recommends mitigation measures to reduce impacts from development. The division manages the floodplain and community rating system and ensures environmental compliance for private development. The division ensures the Town's compliance with state and federal mandates as well as clears public infrastructure projects. In addition, the division manages the Town real property through acquisitions, permitting, and agreements.

Fiscal Year 2023-24 Accomplishments

- Planning - Planning staff, collaborating with other Town departments, delivered updates to the Land Development Code, particularly related to zoning regulation, that was incorporated into the Town Code by approval of Town Council. The Code amendments included streamlining regulation, correcting conflicts within the Code and creating new regulation to resolve real-world issues that were never contemplated in the past
- Building Safety - Implemented efficiencies in digital plan review and inspections, coordinate with Technology Services on digital document management, customer submittals and technology.
- Development Engineering - The Division was successful on identifying and removing steps that were delaying approvals of Closeouts, issuances of permits, and improving checklists and applications to improve communication with the applicants.
- Environmental - Developed inspection protocol for Town facilities and stormwater features as required by our MS4 permit.
- Real Property - RP was able to save the Town 1.5 million dollars by successfully appealing the value of the State Land Trust right of way acquisition for Tangerine Road 2A and 2B down from the Arizona State Land Department's appraised value of 2.7 million dollars to the Town's appraised value of 1.2 million.

Fiscal Year 2024-25 Goals & Objectives

- Planning - The timely completion of the master plans and/or studies identified in the General Plan as well as the assigned goals found in the Town's Strategic Plan. Planning staff will also continuously monitor the actual implementation and use of the Land Development Code, tracking any issues or Code conflicts that arise in order to determine, if and when, additional revisions are required.
- Building Safety - Building Safety: Coordinate with regional partners and stakeholders on adoption of 2024 edition of the Model Code from ICC.
- Development Engineering - The Goal for the division is to continue to develop on the standards, review and identify gaps that need to be improved, removed, and address to improve our responses to the applicants regarding plan approval and permit issuance.
- Environmental - Develop new outreach program for various segments of the Town as required by our MS4 permit.
- Real Property - Complete all FY2025 CIP real property acquisitions without having to file a court condemnation.

Key Performance Indicators

Ensure sufficient response to public for permitting and inspections.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of single family dwelling plans reviewed within five days	97%	95%	97%	✓	95%
Percentage of model plan reviews completed within five days	97%	92%	90%	✗	92%
Percentage of field inspections completed within one business day of request	100%	99%	99%	✓	99%

Streamline public processes to facilitate work with public and developers.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
In-house plan reviews as a % of total plan reviews taken	100%	90%	Permits 99%	✓	90%
			Projects 87%	✗	90%

Provide exceptional customer service through our Development and Utility Services.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of development related projects reviewed within assigned time (first submittal)	97%	95%	67%	✗	95%
Percentage of permits approved within assigned time frame	96%	95%	95%	✓	95%

✓ Target Met ✗ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	36.00	36.00	38.00	2.00
% of town's FTEs			7.99%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
General Fund	$3,555,486	$4,573,023	$4,810,906	$237,883
Downtown Reinvestment Fund	21,070	-	-	-
Total Budget	**$3,576,556**	**$4,573,023**	**$4,810,906**	**$237,883**

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$2,658,736	$3,658,966	$3,943,868	$284,902	(1)
Contracted Services	637,684	751,888	764,609	12,721	
Operating Supplies & Equipment	76,030	148,534	88,294	(60,240)	(2)
Capital Outlay	204,106	13,635	14,135	500	
Total Budget	**$3,576,556**	**$4,573,023**	**$4,810,906**	**$237,883**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to two new Permit Technician positions and due to increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

2 Operating Supplies & Equipment - Decrease due to completed one-time remodel of the department's planning cubicle area that was completed in the prior year.

OFFICE OF ECONOMIC DEVELOPMENT AND TOURISM

Overview

To provide clear direction and coordination of economic development and tourism activities in Marana by building public/private sector partnerships to attract and retain a diverse business and employment base, support new local businesses, develop amenities and attractions to create a world class destination and provide a high quality workforce. We aim to ensure that all departmental activities enhance and support the vision of the strategic plan by providing responsiveness to internal and external customers by the creation of those partnerships.

Fiscal Year 2023-24 Accomplishments

- Moved to conceptual phase of Downtown Marana development.
- Obtained $40,000 in grants through the Arizona Office of Tourism for increased advertising.
- All marketing channels increased reach (web +26%, Facebook +421%, Instagram +4700%).
- Updated brand and marketing stragey including a new website.

Fiscal Year 2024-25 Goals & Objectives

- Procure a consultant for a new Economic Development Strategic Plan.
- Work to advance the Downtown Marana conceptual plan by identifying implementation strategies including identifying a development partner.
- Expand marketing strategies to engage a wider audience.
- Completion of Tourism Master Plan and 10 year tourism strategy for the town.
- Shift to tourism itinerary and story development, building off of the foundations we set in 2024.

Key Performance Indicators

Provide a supportive environment for industry leaders, startups, small businesses, and entrepreneurs through every stage of development.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Number of jobs served through the Marana Job Creation Incentive Program (MJCIP)	N/A	400	40%	✘	300

Expand Marana's thriving tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Total number of Discover Marana website visits	N/A	155,000	160,000	✓	200,000
Total number of tourism marketing campaigns	N/A	2	6	✓	3

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	3.50	3.50	4.00	0.5
% of town's FTEs			0.84%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
General Fund	$309,997	$326,774	$404,918	$78,144	(1)
Bed Tax Fund	278,552	1,139,816	1,330,349	190,533	(2)
Downtown Reinvestment Fund	-	425,000	1,125,000	700,000	(2)
PAG - Econ & Tourism	-	-	-	-	
Total Budget	**$588,549**	**$1,891,590**	**$2,860,267**	**$968,677**	

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$333,148	$422,502	$537,567	$115,065	(1)
Contracted Services	252,509	881,090	1,763,655	882,565	(2)
Operating Supplies & Equipment	2,892	2,410	19,045	16,635	(1)
Capital Outlay	-	-	40,000	40,000	(3)
Restricted Budget	-	585,588	500,000	(85,588)	(4)
Total Budget	**$588,549**	**$1,891,590**	**$2,860,267**	**$968,677**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to a new Tourism Marketing Specialist position and due to increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025. Also, half an FTE for a Communications Designer position is no longer funded by the Bed Tax Fund.

2 Contracted Services - Includes additional funding for possible development opportunities in the Downtown reinvestment fund and additional funding for marketing services, advertising and outreach opportunities in the Bed Tax Fund

3 Capital Outlay - Funding for the Air Commerce Way Monument.

4 Restricted - Funding programmed for future tourism related funding opportunities not yet identified.

POLICE

Overview

The mission of the Marana Police Department (MPD) is to provide unparalleled service and unwavering protection to every person in the Town of Marana and to do so with uncompromised integrity. We are committed to becoming the most well respected police department in the State of Arizona.

Fiscal Year 2023-24 Accomplishments

- The renovation of the training room at the substation for the No Belt Required (NBR) program was completed.
- The Marana Police Department was awarded re-accreditation certification from the Arizona Law Enforcement Accreditation Program (ALEAP).
- The Marana Police Department received funding from the federal government to purchase a 3D scanner to help with the documentation and prosecution of violent crime scenes.
- The Marana Police Department implemented a new technology called SPIDRTECH to enhance communication with the community.
- Upgrade of our Emergency Communication Center to next generation 9-1-1.

Fiscal Year 2024-25 Goals & Objectives

- Maintain or exceed department clearance rates for crimes of violence as compared to the previous year.
- Maintain or exceed department clearance rates for property crimes as compared to the previous year.
- Maintain response times with established criteria.
- Schedule and facilitate external agency audit of Property and Evidence at least every three years beginning this year.
- Organize and facilitate processes for the positions of Sergeant and Lieutenant, and any subsequent reassignment within these ranks, to preserve and strengthen the department's leadership structure.

Key Performance Indicators

Provide high-level public safety services that strengthen Marana's reputation as a safe and secure Town.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Maintain or exceed department clearance rates for all part 1 crimes* as compared to the previous year	37.6	39.4	38.3	✓	40.23
Maintain or reduce total number of part 1 crimes* (excluding shoplifting) per 1,000 residents as compared to the previous year	10.6	10.1	7.8	✓	7.46
Maintain or reduce traffic collision rates based on total number of collisions per 1,000 residents as compared to the previous year	17.6	16.8	20.4	✘	19.4
Part 1 Violent Crime rate per 1,000 residents	0.74	0.70	0.63	✓	0.60
Part 1 Property Crime rate per 1,000 residents (includes shoplifting)	20.0	19.0	16.36	✓	15.54
Part 1 Property Crime rate per 1,000 residents (excludes shoplifting)	9.8	9.36	7.91	✓	7.5

**Part 1 crimes as defined by FBI Crime Reporting Criteria. Population averages from 7/2023 and 1/2024 estimates averaged at 60,652.*

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	134.00	139.00	143.00	4.00
% of town's FTEs			30.07%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
General Fund	$24,464,319	$22,530,049	$35,868,017	$13,337,968
Grants & Contributions Fund	1,000,072	1,190,336	1,499,179	308,843
RICO Fund	32,665	121,800	116,900	(4,900)
Police Impound Fund	3,253	25,000	30,000	5,000
Total Budget	**$25,500,309**	**$23,867,185**	**$37,514,096**	**$13,646,911**

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$22,761,872	$20,132,321	$33,097,494	$12,965,173	(1)
Contracted Services	620,106	814,877	1,374,756	559,879	(2)
Operating Supplies & Equipment	1,662,951	2,021,367	2,294,421	273,054	(3)
Capital Outlay	455,380	898,620	727,425	(171,195)	(4)
Restricted Budget	-	-	20,000	20,000	(4)
Total Budget	**$25,500,309**	**$23,867,185**	**$37,514,096**	**$13,646,911**	

Budget Notes and Significant Changes

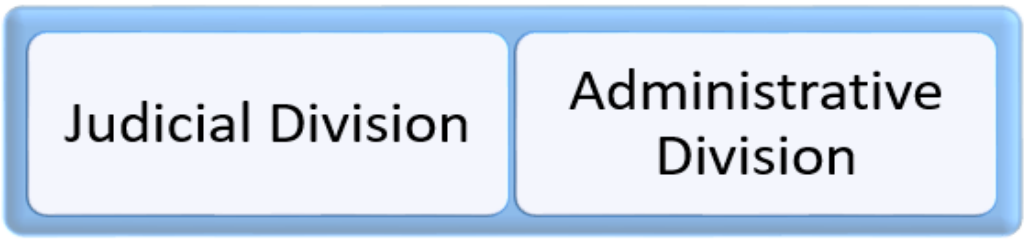
1 Personnel & Benefits - Increase is primarily attributed to three new Police Officers and a Dispatcher position and due to increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025. Pension contributions include a one-time payment of over $13.6 million to pay off the remainder of the police officers unfunded liability, as of the June 30, 2023 actuarial report.

2 Contracted Services - Changes include increases to existing software support, funding from the Smart & Safe money for new crime analysis software, and additional ongoing and one-time expenses related to the new positions, including outfitting and equiping the officers. Also included body camera and other equipment service and maintenance which used to be paid from the Technology Services budget in prior years, but is now going to be included in the Police department budget.

3 Operating Supplies & Equipment - Changes are primarily related to increases to the vehicle replacement program, and also includes additional ongoing and one-time expenses related to the new positions, as well as, additional funding for training and fuel for the departments vehicles.

4 Capital Outlay - This item reflects vehicle purchases for new officers, many of which continue to be impacted by supply disruptions that create challenges as we continue to grow and maintain the department's vehicles to ensure uninterrupted operations.

COURTS



Overview

Marana Municipal Court adjudicates civil and criminal traffic, Town ordinance, and criminal misdemeanor offenses that occur within the Town limits, as well as issuing civil orders of protection and injunctions against harassment. The mission of Marana Municipal Court is to provide a forum for the fair, impartial, and efficient adjudication of those violations in an environment that is respectful and safe for all who interact with the justice system.

Fiscal Year 2023-24 Accomplishments

- Implemented a formal training program for judges pro tempore.
- Streamlined victim participation in remote hearings.
- Refreshed public facing court documents to include web forms and comment cards.

Fiscal Year 2024-25 Goals & Objectives

- Increase courthouse security through better security camera coverage and increased security staffing.
- Determine feasibility of launching digital evidence portal.
- Explore pretrial release monitoring in appropriate cases.

Key Performance Indicators

Provide for a forum for fair, impartial, and efficient adjudication of alleged violations in an environment that is respectful and safe.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of cases with customer service complaints	<1%	<1%	<1%	✓	<1%
Percentage of cases referred to judicial commission	<1%	<1%	<1%	✓	<1%

Provide participants in the court system with necessary services for the fair adjudication of cases.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of qualified cases receiving court appointed counsel	100%	100%	100%	✓	100%
Percentage of qualified cases receiving interpreter services	100%	100%	100%	✓	100%

Promptly disburse monies received by the court, which are held in trust and payable as restitution, bonds, or fees.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of timely disbursements for bond refunds, restitution orders, fees to other government agencies, and payment for services	97%	100%	100%	✓	100%

✓ Target Met ✗ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	14.00	14.00	14.00	-
% of town's FTEs			2.94%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
General Fund	$1,197,736	$1,326,710	$1,589,174	$262,464	(3)
JCEF Fund	1,331	131,805	131,805	-	
Fill the Gap Fund	-	34,500	34,500	-	
Local Technology Fund	22,509	78,000	82,500	4,500	
Total Budget	**$1,221,576**	**$1,571,015**	**$1,837,979**	**$266,964**	

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$1,069,079	$1,191,910	$1,228,024	$36,114	(1)
Contracted Services	139,726	230,800	258,350	27,550	(2)
Operating Supplies & Equipment	12,771	148,305	151,605	3,300	
Capital Outlay	-	-	200,000	200,000	(3)
Total Budget	**$1,221,576**	**$1,571,015**	**$1,837,979**	**$266,964**	

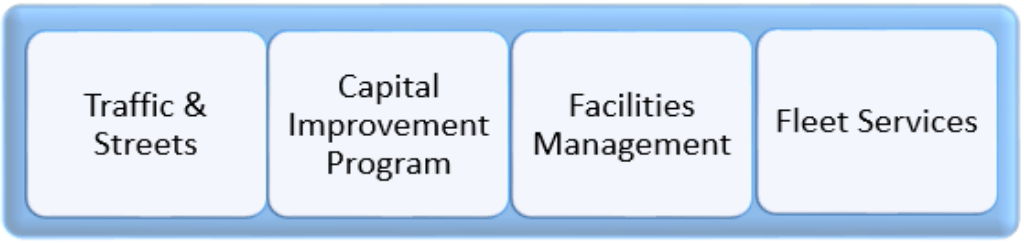
Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

2 Contracted Service - Increase is primarily due to increases related to the Public Defender contract and increases for continuing education.

3 Capital Outlay - General Fund funding toward the design of a court room expansion. This is an internal remodel project.

PUBLIC WORKS



Overview

The Public Works Department is committed to providing the highest level of service and showcase Marana's high standard of excellence while planning, designing, constructing, operating, and maintaining safe and reliable infrastructure for the community. The department strives to spend taxpayer funds judiciously, execute cost-effective designs, and employ innovative ways to operate, improve, maintain, and enhance public facilities, roadways, bridges, sidewalks, ADA ramps, drainage-ways, landscaping, traffic signals, street lights, pavement markings, and Town fleet in an efficient manner and, subsequently, improve the quality of life in the Town. The airport which is a division of Public Works is presented as a separate department summary.

Fiscal Year 2023-24 Accomplishments

- Completed the design plans for the Marana Community Center and Aquatic Facility and began construction with a Construction Manager At Risk (CMAR).
- Completed the Transportation Master Plan to assist with transportation and multimodal needs for the future of the Town. This included extensive public involvement as well.
- Worked with a design engineer to complete monument sign elements and locations for the next 5 years.
- Secured grant funding for the Airport Air Traffic Control Tower Project as well as got reacceptance into the FAA Tower program.
- Completed Construction of the Shared Use Path Calportland project connecting north and south Marana communities through a privately owned parcel.

Fiscal Year 2024-25 Goals & Objectives

- Construction will be completed on the Marana Community and Aquatic Center. This is planned to be operational by May of 2025.
- Construct a Marana monument sign along I-10 for the first year of the 5-year program. This will include "Marana" and the street names they are located on.
- The next 5 year pavement preservation plan will be developed and programmed in the future CIP once the OCI has been determined from the study in fiscal year 2023-2024.
- Complete the FY25 ADA Compliance program which will upgrade existing ADA ramps to new federal standards.
- Design Air Traffic Control Tower at the Airport.

Key Performance Indicators

Prioritize infrastructure and maintenance that support new growth and development in a proactive and sustainable manner.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of Right of Way Permits Reviewed within 10 days	100%	100%	100%	✓	100%
Achieve an Overall Condition Index (OCI) rating for the Town's street system above 70	N/A	70	78	✓	75
Percentage of Facilities Service Requests completed within 10 days	N/A	80%	80%	✓	80%
Percentage of Fleet Service Requests completed within 5 days	N/A	90%	92%	✓	90%

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	60.00	62.00	64.00	2.00
% of town's FTEs			13.46%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
General Fund	$7,300,147	$13,217,186	$21,578,304	$8,361,118	(7)
Highway User Revenue Fund	2,816,394	6,282,878	7,519,099	1,236,221	(8)
South Benefit Area Impact Fee	850,407	6,697,393	6,243,292	(454,101)	(9)
Northwest Benefit Area Impact Fee	7,045	1,291,472	6,891,472	5,600,000	(9)
Transportation Fund	3,778,161	28,133,914	32,348,301	4,214,387	(9)
Pima Association of Governments	-	9,772,250	9,032,000	(740,250)	(9)
1/2 Cent Sales Tax	3,427,974	60,670,697	36,289,042	(24,381,655)	(9)
Other Agency	1,696,078	23,628,438	84,035,603	60,407,165	(9)
Regional Transportation	31,254	13,431,903	24,791,135	11,359,232	(9)
Northeast Benefit Area Impact Fee	136,819	77,238	14,513,449	14,436,211	(9)
Other Capital Projects Fund	10,184	1,515,789	664,789	(851,000)	(9)
Total Budget	**$20,054,463**	**$164,719,158**	**$243,906,486**	**$79,187,328**	

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$4,574,571	$5,711,546	$6,130,068	$418,522	(1)
Contracted Services	3,029,757	7,192,484	8,441,191	1,248,707	(2)
Operating Supplies & Equipment	701,765	790,943	895,215	104,272	(3)
Capital Outlay	11,747,816	150,422,685	219,778,512	69,355,827	(4)
Debt Service	554	1,500	801,500	800,000	(5)
Restricted	-	600,000	7,860,000	7,260,000	(6)
Total Budget	**$20,054,463**	**$164,719,158**	**$243,906,486**	**$79,187,328**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to a new Public Works Supervisor and a new Fleet Coordinator position and increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

2 Contracted Services - The overall increase is associated to a large carry forward in the HURF fund included in the prior year budget to complete planned pavement preservation which was delayed due to contractual issues. Also, the prior year included a high amount of carry forward related to pavement preservation which was delayed due to materials issues. In addition, one-time funding is included in the current year for the evaluation and possible implementation of CIP software.

3 Operating Supplies & Equipment - Increases are primarily due to higher utility and vehicle replacements charges including incremental increases for operational needs including uniforms and small tools and equipment.

4 Capital Outlay - Increases are associated with a number of new and ongoing projects including the Marana Community Center and Aquatics project, and a number of interchange related projects, some of which will only move forward if we obtain funding from regional of national sources. Please refer to the separate Capital Improvement Plan section in this document for more details on the all capital projects.

5 Debt Service - The increase is related to funding provided in case Council decides to issue debt in relation to road related projects programmed in the Northwest Impact Fee Fund.

6 Restricted - Costs in this line item are associated with restricted contingency items in the Highway User Revenue Fund such as emergency road repair, storm damage repairs and $400,000 in restricted funding for the Ina Road Bridge project that has not yet been reconciled and closed out by the Arizona Department of Transportation. This item also includes $7.26 million designated for the Facilities Project Design Startup.

7 General Fund - Increase is associated with the personnel and benefits changes noted above as well as inflationary costs, new software. Amounts include a number of maintenance projects carried forward from the prior year.

8 Highway User Revenue Fund - Increase is associated to a large carry forward included in the prior year budget to complete planned pavement preservation which was delayed due to contractual issues. Also, funding was increased in fiscal year 2024-2025 for pavement preservation and due to higher operating costs related to market conditions. Capital outlay also includes a number of one-time vehicle and equipment purchases to replace ones that are at the end of their useful life.

9 Remaining Funds - Funding is programmed from sereral sources for a number of ongoing and new projects. For more details please refer to the Town's Capital Improvement Plan section in this document.

PARKS & RECREATION

Overview

The Town of Marana Parks and Recreation department is dedicated to developing and implementing quality parks, trails, and leisure services for our community with a proud commitment to excellence, safety, and sustainability.

Fiscal Year 2023-24 Accomplishments

- Marana Parks and Recreation received 4 awards at the Arizona Parks and Recreation Association Annual Conference and Trade Show: Outstanding Cultural Event – 4th of July Star Spangled Spectacular; Outstanding Park Maintenance Professional – Kim Warner: Outstanding Program, Active Adult 50+ - Crafting for a Cause: Outstanding Partnership – Loop Pathway Improvement Project.
- Gladden Farms Park Improvements; New dog park; Added lights and fencing to two little league fields.
- Completion of Loop Improvement Project. Working in conjunction with Pima County Wastewater, Pima County Flood Control District, and Amazon, a portion of the Shared Use Path, directly north of Ina Rd., was moved to a higher location and shifted out of a flood zone. The result will provide a safer experience for users, and reduce maintenance.
- Completed Tortolita Preserve Trailhead Project. This provided a new and improved parking lot for users of the Tortolita Preserve. This outdoor facility is popular with hikers, trail runners, mountain bikers, and horseback riders. The new parking lot is more accessible, and provides ample space for horse owners to park trucks and trailers. This project also enclosed the entire preserve with wildlife friendly barbed wire fence in an effort to keep the preserve free of cattle and off-road vehicles.

Fiscal Year 2024-25 Goals & Objectives

- Complete the Cal Portland Shared Use Path connection, and hold a ceremony acknowledging the completion of this long awaited project.
- Implement the new Leadership and Lifesaving program in partnership with Marana Unified School District. This program will provide training to Marana Unified School District Students in Lifeguarding and will expose them to Marana Community leaders in an attempt to increase the pool available Lifeguards in the Marana community.
- Inaugurate a new outdoor recreation event at the Tortolita Preserve, that will highlight the trail running and mountain biking opportunities at this venue, as well as the newly created trailhead.

Key Performance Indicators

Offer a wide variety of recreational programs, events, and amenities for residents of all ages and abilities.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Number of Parks and Recreation programs offered	N/A	105	239	✓	300
Number of Parks and Recreation program participants	N/A	17,400	25,286	✓	30,000
Total number of Signature Event attendees	N/A	26,000	33,700	✓	36,000
Total number of hours dedicated to athletic maintenance	N/A	1,860	2,338	✓	2,000

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	55.00	58.00	74.00	16.00
% of town's FTEs			15.56%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
General Fund	$6,939,609	$8,617,693	$11,639,307	$3,021,614	(1)
Highway User Revenue Fund	512,280	482,150	597,077	114,927	(2)
Park Impact Fee Fund	236,973	5,188,573	7,295,986	2,107,413	(4)
Total Budget	**$7,688,862**	**$14,288,416**	**$19,532,370**	**$5,243,954**	

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$3,974,697	$4,758,403	$5,918,008	$1,159,605	(1)
Contracted Services	1,126,917	1,378,306	1,664,071	285,765	(2)
Operating Supplies & Equipment	1,667,393	1,906,882	2,366,204	459,322	(3)
Capital Outlay	919,855	6,244,825	9,584,087	3,339,262	(4)
Total Budget	**$7,688,862**	**$14,288,416**	**$19,532,370**	**$5,243,954**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to 16 new positions and increases to part time lifeguard and aide positions to staff the new Community and Aquatics Center, and increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025. The majority of the new positions are budgeted for only a small portion of the year as they will not be needed until the Center opens later in the fiscal year. As a result, the full impact of the new positions will come into effect in fiscal year 2025-2026.

2 Contracted Services - Increase is primarily due to increased costs across many areas, including facilities and landscape maintenance, due to market related adjustments and increased amenities and assets as the Town continues to grow.

3 Operating Supplies & Equipment - Increase is due to increased costs across many areas, including utilities and general operational costs, some related to the new Community and Aquatics Center, due to market related adjustments and as the department continues to expand services available to residents. Increased costs to the Town's signature special events also contributed to the overall increase.

4 Capital Outlay - The department has several projects budgeted for design or construction in the current fiscal year, including the El Rio Golf Course and parking lot and the Saguaro Community Park, Phase 2. Also included are a number of vehicle and equipment purschases to equip new positions and to also replace outdated items that are at or beyond their useful life.

COMMUNITY AND NEIGHBORHOOD SERVICES

Overview

Improving the quality of life for our residents and neighborhoods is the primary goal for Community and Neighborhood Services. Engaging the community in ongoing dialogue provides opportunities for the public and private sectors to: identify, refine and articulate needs; cooperatively problem-solve; collaboratively work to develop viable solutions to address needs; measure outcomes and celebrate successes; communicate regularly and clearly through relationships established by mutual trust and a shared vision.

Fiscal Year 2023-24 Accomplishments

- Established the Town's own CDBG program, being a direct recipient from HUD.
- Established the Town's first utility assistance programs through the CDBG program.
- Expanded Sun Shuttle routes to include stops at PCC, YMCA and the MVD.

Fiscal Year 2024-25 Goals & Objectives

- Utilize Microsoft Teams to better organize multi-department participation in issues related to urban camping, graffiti and illegal dumping.
- Successfully complete our CDBG Consolidated Annual Performance and Evaluation for FY24 and our FY25 Annual Action Plan. Utilize the adopted Citizen Participation Plan.
- Create recycling opportunities for various household waste items.
- Expand awareness on the importance of staying current on animal rabies vaccinations.

Key Performance Indicators

Support initiatives that enhance the quality of Marana neighborhoods.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Increase the voluntary compliance by property owners on violation notices	95%	93%	97%	✓	96%
Tons of refuse collected from utilization of the Community Trailer by residents/ communities	22	20	40	✓	40
Tons of refuse collected in community dumpsters provided in Neighborhoods	52	50	60	✓	60

Provide needed animal services to residents to protect pets and limit shelter intake.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Pets microchipped at Town events	121	115	140	✓	125
Number of pets receiving services from Town sponsored microchipping, vaccination, licensing, spay & neuter clinics	310	300	400	✓	330
Increasing number registered users on Marana Pets App	826	850	867	✓	880
Return more pets to owners than are taken to shelter	47%	50%	43%	✘	51%

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	10.60	10.60	10.60	-
% of town's FTEs			2.23%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
General Fund	$1,346,207	$1,319,486	$1,414,734	$95,248	(1)
Comm. Development Block Grant	41,751	260,000	348,691	88,691	(3)
Revolving Affordable Housing Fund	-	105,000	105,000	-	
Total Budget	**$1,387,958**	**$1,684,486**	**$1,868,425**	**$183,939**	

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$996,462	$1,000,595	$1,077,510	$76,915	(1)
Contracted Services	245,984	307,905	313,050	5,145	(2)
Operating Supplies & Equipment	139,282	372,486	467,865	95,379	(3)
Capital Outlay	6,230	-	-	-	
Restricted Budget	-	3,500	10,000	6,500	(4)
Total Budget	**$1,387,958**	**$1,684,486**	**$1,868,425**	**$183,939**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

2 Contracted Services - Increase reflects anticipated increased costs to the IGA for transit services.

3 Operating Supplies & Equipment - Increase is primarily attributed to carrying forward unspent federal funding of CDBG grant awards from the prior award year. The current year federal funding award is anticipated at $230,000.

4 Restricted - Funding capacity to allow for promotion of two staff members upon receipt of necessary certifications. The positions are currently underfilled until appropriate certifications are achieved.

WATER

Overview

Marana Water is committed to providing our customers with safe, reliable, efficient water and water reclamation services through utilization of effective industry practices, innovative technology, and the strategic use of water resources. We have an obligation to make sure that our residential customers, business customers and other public entities such as our schools, medical facilities and parks have reliable access to the water they need. Marana is committed to this mission and is taking proactive steps to achieve it.

Fiscal Year 2023-24 Accomplishments

- Replaced approximately 323 meters as part of the aging meter program.
- Continued to maintain high levels of customer service and water system reliability.
- Completed Impact Fee Study.
- Installed approximately 440 new meters.
- Completed Implementation of new customer information system - Eye on Water.

Fiscal Year 2024-25 Goals & Objectives

- Continue meter replacement program to replace 600 meters.
- Complete New Rate Study.
- Complete construction of the Marana Park Reservoir and Marana Park Well.
- Start Construction of the NW Sewer Interceptor.
- Start Construction of the Northwest Recharge and Recovery Deliver System.

Key Performance Indicators

Maintain an assured water supply and provide high-quality water infrastructure to meet existing and future customer needs.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Percentage of lost and unaccounted for water	5.03%	< 6%	4.60%	✓	< 6%
Number of water meters replaced system-wide	N/A	400	323	✓	600
Percentage of preventative v. reactive work activities	N/A	80% | 20%	95% | 5%	✓	80% | 20%
Percentage of calls handled and resolved immediately by customer service staff	N/A	75%	85%	✓	75%
Continuously meet Safe Drinking Water Act Standards for water quality	Met	Meet	Met	✓	Meet

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	34.00	35.00	36.00	1.00
% of town's FTEs			7.57%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Water Operating Fund	$8,333,709	$10,301,621	$12,281,015	$1,979,394	(2)
Water Capital Fund	1,350,149	6,708,179	17,958,696	11,250,517	(3)
Water Infrastructure	1,897,860	10,245,611	12,110,549	1,864,938	(3)
Renewable Resources Fund	309,942	11,803,697	6,897,412	(4,906,285)	(5)
Total Budget	**$11,891,660**	**$39,059,108**	**$49,247,672**	**$10,188,564**	

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$2,856,443	$3,544,061	$3,792,917	$248,856	(1)
Contracted Services	2,395,941	2,638,484	3,842,290	1,203,806	(2)
Operating Supplies & Equipment	2,776,970	2,812,613	3,256,122	443,509	(2)
Capital Outlay	3,480,138	27,491,737	35,771,757	8,280,020	(3)
Debt Service	382,168	2,572,213	2,584,586	12,373	
Total Budget	**$11,891,660**	**$39,059,108**	**$49,247,672**	**$10,188,564**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to a new Water Billing Specialist position and increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

2 Contracted Services and Operating Supplies & Equipment - Increase is primarily attributed to higher electricity and CAP and CAGRD fees, while also including higher costs for operating supplies and other operating needs (printing, postage, annual software service, etc.) and funding for a federally mandated Risk and Resiliency Assessment.

3 Capital Outlay - A number of projects are included in the area. The department has secured a number of WIFA grants and loans, some of which have a forgivable component, to help pay for some of the project costs. For more details on the projects, please refer to the Town's Capital Improvement Plan in this document.

4 Debt Service - This item includes annual debt service payments, as well as budget capacity for possible new debt issuance toward the purchases of renewable water resources, or other capital projects, if such financing is necessary.

5 Renewable Resource Fund - The decrease is related to the purchase of Long Term Storage Credits in the amount of $4.8 million in fiscal year 2023-2024. The department continues to pursue opportunities for additional water resources.

WATER RECLAMATION

Overview

Marana Water is committed to providing our customers with safe, reliable, efficient water and water reclamation services through utilization of the effective industry practices, state of the art technology, and the sustainable use of water resources.

Fiscal Year 2023-24 Accomplishments

- Successfully completed the design of the North Marana Sewer Augmentation Project (Design/Build).
- Successfully completed the 2nd Screw Press Project Design.
- Successfully completed the Rillito Vista Lift Station Rehabilitation Project soil sample and clean and close of existing lagoons.
- Clean, CCTV, and perform manhole inspections of the next quarter in the rotation of the sanitary sewer conveyance system (~20 miles).
- Continue to work with local, state, and federal regulatory agencies to maintain compliance and operation of the wastewater reclamation facility and sanitary sewer conveyance system.

Fiscal Year 2024-25 Goals & Objectives

- Successfully complete the construction of the North Marana Sewer Augmentation Project (Design/Build).
- Successfully complete the 2nd Screw Press Project construction at the Marana WRF.
- Successfully complete the Rillito Vista Lift Station Rehabilitation Project Design.
- Clean, CCTV, and perform manhole inspections of the next quarter in the rotation of the sanitary sewer conveyance system (~20 miles).
- Continue to work with local, state, and federal regulatory agencies to maintain compliance and operation of the wastewater reclamation facility and sanitary sewer conveyance system.

Key Performance Indicators

Maintain an assured water supply and provide high-quality water reclamation infrastructure to meet existing and future customer needs.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Number of sanitary sewer system overflows	0	0	0	✓	0
Percentage of preventative v. reactive work activities	N/A	80% | 20%	96% | 4%	✓	80% | 20%
Number of gallons recharged	N/A	75%	90%	✓	75%
Continuously meet Aquifer Protection Permit standards for treated water quality	Met	Meet	Met	✓	Meet

✓ Target Met ✗ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	8.00	8.00	8.00	-
% of town's FTEs			1.68%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Water Reclamation Operating Fund	$3,060,192	$3,531,314	$5,714,793	$2,183,479	(5)
Water Reclamation Capital Fund	474,901	10,051,049	18,150,106	8,099,057	(4)
Water Reclamation Impact (Post SB)	764	8,407,479	9,770,828	1,363,349	(4)
Total Budget	**$3,535,857**	**$21,989,842**	**$33,635,727**	**$11,645,885**	

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$657,973	$780,944	$847,840	$66,896	(1)
Contracted Services	968,393	1,333,077	1,656,800	323,723	(2)
Operating Supplies & Equipment	405,524	438,012	580,623	142,611	(3)
Capital Outlay	696,057	18,570,828	28,084,934	9,514,106	(4)
Debt Service	807,910	866,981	2,465,530	1,598,549	(5)
Total Budget	**$3,535,857**	**$21,989,842**	**$33,635,727**	**$11,645,885**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to higher health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

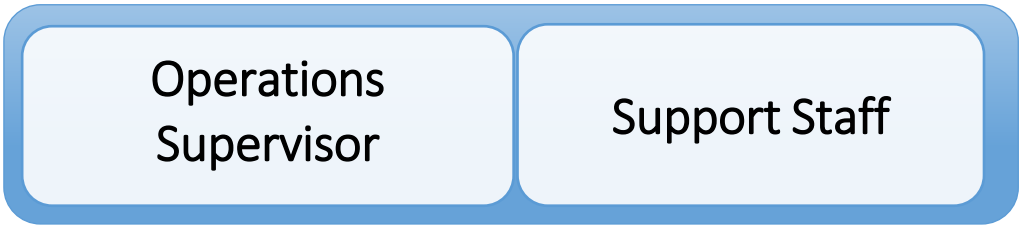
2 Contracted Services - Increase is due primarily to higher costs associated with hauling away biosolids, vector control, and a number of studies including the SCADA master plan, the Sewer Master Plan update and a federally mandated Risk and Resilience Assessment.

3 Operating Supplies & Equipment - Increase is primarily due to higher operating costs, including utilities, as volumes processed through the treatment plant continue to increase as more homes and other properties are connected for service.

4 Capital Outlay - A number of projects, some of which are multi-year project, are included in the fiscal year 2024-2025 budget. These include the North Marana Sewer Interceptor Expansion and the design for the expansion of the Water Reclamation Treatment plant. For more details please refer to the Capital Improvement Plan in this document.

5 Debt Service - Includes debt related to the water reclamation plant, which was paid through a governmental debt service fund in prior years. As the related debt was refunded in fiscal year 2023-2024, the outstanding liability is now being reported and serviced by the Water Reclamation Fund. This refunded debt will continue to be funded by impact fees as approved by Council in prior years and through the most recent impact fee studies.

AIRPORT



Overview

The Airport Department provides the community with a valuable general aviation air transportation resource that is part of the National Air Transportation System and enhances and promotes the aviation industry for the community while maintaining the highest level of safety and professional customer service. The department also markets and leases airport land for aviation related businesses and development.

Fiscal Year 2023-24 Accomplishments

- Received FAA Grant for air traffic control tower environmental assessment.
- Received FAA Grant to replace existing AWOS and AWOS III P/T.
- Received FAA Grant for the whole East Hangar Apron Reconstruction Project.

Fiscal Year 2024-25 Goals & Objectives

- Apply for FAA Grant for Air Traffic Control Tower, Design.
- Apply for ADOT Grant West Apron Reconstruction, Phase I Construction.
- Receive Airport Pavement Maintenance System ADOT Project for repaving runway 12-30 and Taxiway E.

Key Performance Indicators

Maximize the economic impact of the airport by identifying and recruiting aviation and non-aviation related industries for business development opportunities.

	FY2023 Actual	FY2024 Target	FY2024 Actual	FY2024 Target Met	FY2025 Target
Total fuel flow revenue	N/A	$55,000	$56,290	✓	$ 55,000
Total number of corporate jet operations	1,227	1,850	1,319	✘	1,300
Total number of aircraft operations	76,343	93,500	88,416	✘	88,000

✓ Target Met ✘ Target Not Met N/A - New/Previous Measure

Staff Summary	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Full-time Equivalents	4.00	4.00	5.00	1.00
% of town's FTEs			1.05%	

Expenditures By Fund	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025
Airport Operating Fund	$486,280	$647,162	$857,505	$210,343
Airport Capital Fund	1,298,664	7,690,523	16,247,154	8,556,631
Total Budget	**$1,784,944**	**$8,337,685**	**$17,104,659**	**$8,766,974**

Expenditures by Category	FY2023 Actual	FY2024 Adopted	FY2025 Tentative	Change FY2024 to FY2025	
Personnel & Benefits	$250,950	$324,362	$437,730	$113,368	(1)
Contracted Services	162,240	254,950	259,850	4,900	(2)
Operating Supplies & Equipment	55,301	67,850	76,925	9,075	(2)
Capital Outlay	1,316,453	7,690,523	16,330,154	8,639,631	(3)
Total Budget	**$1,784,944**	**$8,337,685**	**$17,104,659**	**$8,766,974**	

Budget Notes and Significant Changes

1 Personnel & Benefits - Increase is primarily attributed to a new Maintenance Associate II position and increases to health care contributions and for performance pay and other adjustments budgeted for fiscal year 2024-2025.

2 Increases to Contracted Services and Operating Supplies & Equipment include funding to equip the new position and also incremental operating costs, including higher fuel and insurance charges.

3 Capital Outlay - Increase is related to a combination of vehicle and equipment replacements for aging equipment to help with airport operations, and funding for a number of airport related capital projects including the continuation of the multi-year Control Tower project.

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CAPITAL IMPROVEMENT PLAN

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CAPITAL IMPROVEMENT PLAN
Fiscal Year 2024 – 2025 Tentative Plan

Overview

The Fiscal Year 2024-2025 tentative Capital Improvement Plan (CIP) forecasts the Town's capital investments over a five-year period. Capital investments involve major Town projects that have at least a five-year useful life and at least a $100,000 total project budget. The CIP is both a fiscal and planning device that allows the Town to inventory and monitor all capital project costs, funding sources, departmental responsibilities, and timing schedules. Each year the CIP is reviewed within the context of ongoing Town, county, state, and federal planning programs, and policies as well as the Town's General and Strategic Plans.

Capital improvements may include new construction, or an expansion, upgrade, replacement, or other addition designed to improve, conserve, or maintain the value of Town assets or enhance service capacity and/or visual environment. At any given time, the Town has numerous capital projects in various stages that include the following: project planning, site selection, right-of-way acquisition, public hearing, utility relocation, site preparation, project agreement preparation, design, construction, and inspection.

The first year of the CIP, along with any carry-forward of funds from the prior fiscal years, comprise the total budget for each CIP project beginning July 1 of the new fiscal year. The remaining four years of the CIP serve as a financial plan for capital investments. The five-year financial plan is reviewed and updated each year, and the Mayor and Council adopt the capital budget and the five-year financial plan after recommendations from staff and the public.

The CIP committee met during the budget cycle to prioritize all requested CIP projects. The resulting recommendations were presented to the Town Council on February 15 and 16, 2024, at the Town Council retreat.

Funding Sources

The CIP presented incorporates a diverse financing plan. The plan not only utilizes development fees to ensure that new development is paying for costs associated with growth, but also includes funds from the General Fund that allow existing residents to contribute to the many projects that are planned. This is an important balance to maintain when a variety of projects are constructed which will benefit all residents of the community.

Proceeds used for the various capital improvements projects may include:

- Development related impact fees
- Transportation sales tax funds (75% of the Town's construction sales tax dollars are dedicated for transportation improvements)
- Intergovernmental sources including State of Arizona, Pima Association of Governments (PAG), Regional Transportation Authority (RTA)
- Water and sewer utility revenues
- Water Infrastructure Financing Authority (WIFA) loans or other bond financing
- Various grant and third-party contributions
- General Fund revenues and reserves

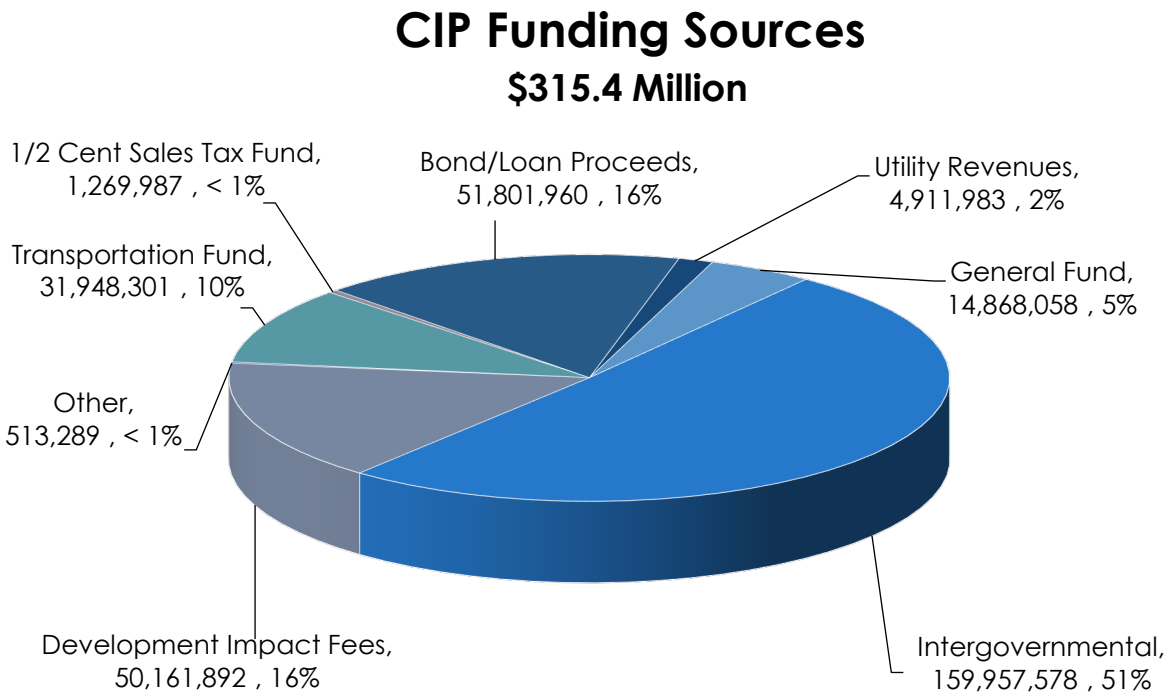
As shown by the following chart, the largest single CIP funding source comes from Intergovernmental revenues in the amount of $159.9 million. They contain HURF and other agency type funds, including funding received from the State of Arizona to be used for the Tangerine Road widening project and from possible state and federal aviation capital improvement grants.

Bond and loan proceeds are the second largest funding source at $51.8 million. The proceeds will help ensure the timely construction of several projects that have dedicated funding sources, including the half cent sales tax and impact fees, but lack the cash flow needed to complete the projects in the planned timeframe. Planned projects include the Marana Community and Aquatics Center and the expansion and rehabilitation of critical water and sewer infrastructure projects, including potential water resource acquisitions.

Developer Fees are another large source in the fiscal year 2024-2025 CIP at $50.2 million. These are impact fee revenues associated with construction and development of new or expanded road, park, water, and sewer related infrastructure.

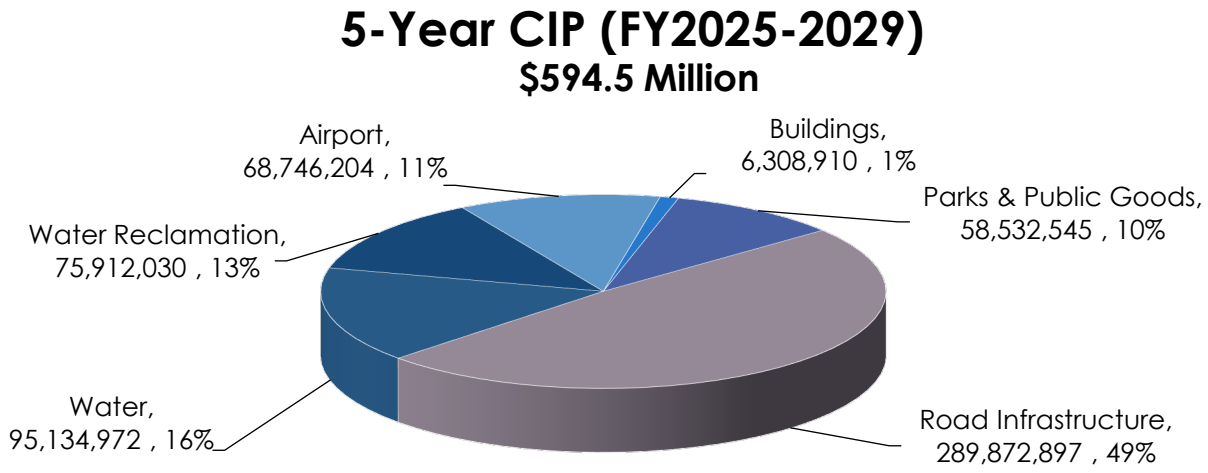
The Transportation Fund accounts for $31.9 million of capital project funding. This funding source normally provides revenues for the majority of the Town's road infrastructure projects and the reconstruction of neighborhood subdivisions.

On October 19, 2021, the Town of Marana passed ordinance No. 2021.022, increasing the local sales tax rate from 2.0% to 2.5% to help fund the design and construction of the new Marana Community and Aquatics Center. The Town has programmed $36.2 million for the fiscal year 2024-2025. Funding for the construction of this project will consist mostly of bond proceeds along with $1.3 million in anticipated sales taxes.

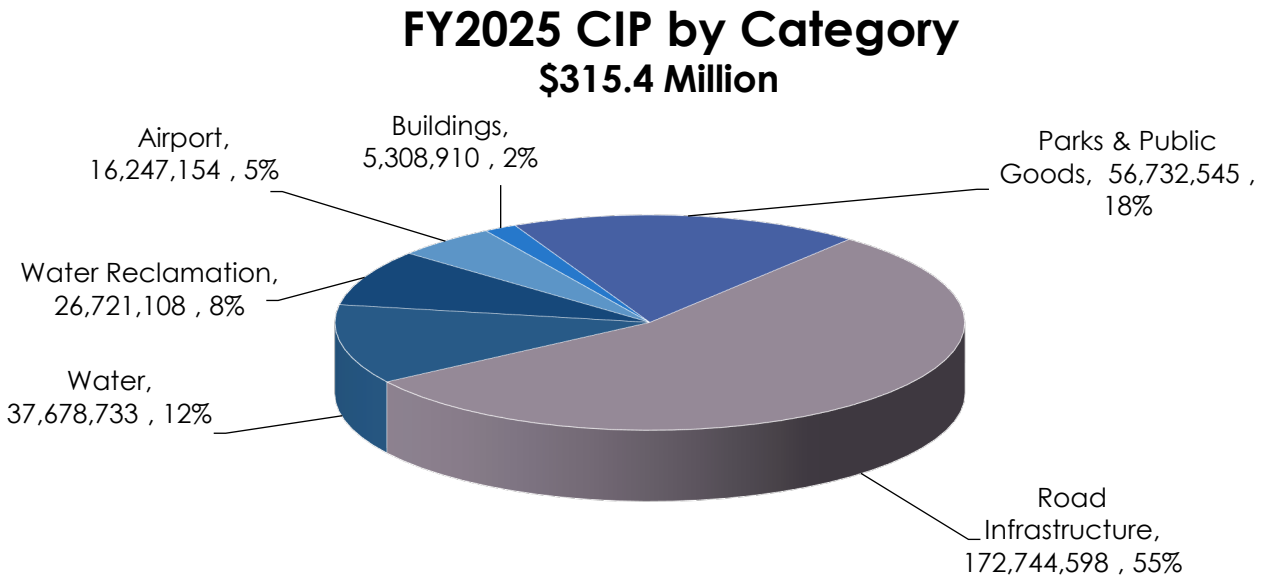


Capital Improvement Plan Summary

The cumulative five-year CIP for the Town of Marana totals $594.5 million from FY2025 through FY2029. The chart below shows the breakdown by CIP category for the five-year period with Road Infrastructure being the largest of the categories at $289.9 million, and Water related projects the second largest at $95.1 million.



The tentative fiscal year 2024-2025 CIP totals $315.4 million and is approximately 67% of the tentative annual budget. Road Infrastructure encompasses the largest portion at $172.7 million. Parks and Public Goods projects are the second largest at $56.7 million. A breakdown is shown below.



A detailed summary of all CIP projects encompassed in the Town of Marana's five-year CIP program can be found in the following table.

Project Name	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Grand Total
ADA Compliance Program	411,664	200,000	200,000	200,000	200,000	1,211,664
Adonis Road Extension Phase 2	469,020			8,080,000		8,549,020
Air Commerce Way Monument	40,000	150,000				190,000
Airport Control Tower, Construction		11,100,000				11,100,000
Airport Control Tower, Design	1,276,061					1,276,061
Airport Control Tower, Ea	180,757					180,757
Airport Control Tower, Siting Study	35,759					35,759
Airport Drainage Study	450,000					450,000
Airport Master Plan Update			230,000			230,000
Airport NW PFAS Treatment				2,647,100	11,911,950	14,559,050
Airport Security Fence	330,000					330,000
Airport, RWY 12-30, Pavement Rehab	100,000					100,000
AWOS Replacement	518,382					518,382
Barnett Channel	2,500,000	30,000,000				32,500,000
Barnett Channel, Tang Farms ConArch	1,188,000					1,188,000
B-Zone Booster and Transmission Line		381,002	4,032,276			4,413,278
B-Zone Reservoir		65,250	552,450			617,700
CAP Subcontract - NIA Reallocations	5,081					5,081
Clark Farms Sewer Interceptor				8,768,949		8,768,949
Continental Reserve 24-inch Tie-in	3,072,479					3,072,479
Court Room 2, Remodel	200,000		500,000			700,000
C-Zone Booster		192,188	1,627,187			1,819,375
Dove Mnt Bl-Moore Rd Signal, North	100,000					100,000
East Apron Reconstr Ph-1, Construct	1,193,816					1,193,816
East Apron Reconstr Ph-2, Construct	2,035,198					2,035,198
East Tangerine, Segment 1 Pipeline, Upsizing	52,392					52,392
El Rio Disc Golf	410,982					410,982
El Rio Preserve Expansion	26,231					26,231
El Rio Recreation Area Parking Lot	360,511					360,511
Facilities Project Design Startup	7,260,000					7,260,000
Hartman Booster Stn Electrical Upgrade		220,000				220,000
Heritage Park PFAS Treatment			1,321,300	5,945,850	5,945,850	13,213,000
Heritage Park Water Plant	631,482	2,506,191	2,506,191			5,643,864
Honea Heights Emergency Sewer Program	75,000	75,000	75,000	75,000	75,000	375,000
Honea Heights Park, East	1,357,433					1,357,433
I-10 Cortaro Rd TI	50,000,000					50,000,000

Project Name	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Grand Total
Ina Rd-Meredith Bl, Median Modifications			550,000			550,000
Integrated Water Resource Plan, DAWS	116,896					116,896
Mandarina Community Park	350,000					350,000
Marana Channel	1,300,000		12,000,000			13,300,000
Marana Community Center and Aquatic Complex	36,219,042					36,219,042
Marana Gateway Monument Signage	386,395	200,000	200,000	200,000		986,395
Marana Park PFAS Treatment	1,260,100	5,670,450	5,670,450			12,601,000
Marana Park Reservoir	1,839,564					1,839,564
Marana Park Well	561,515					561,515
Marana Park Well, Booster	220,000					220,000
Marana Public Safety Facility	513,289					513,289
Marana Rd Traffic Interchange	800,000		9,200,000			10,000,000
Marana SC Effluent Collection	500,000	1,171,138				1,671,138
Marana WRF, Screw Press 2	1,981,779					1,981,779
MMC Fiber Optic Upgrade	100,000	500,000				600,000
MMC Generator Upgrade	2,043,950					2,043,950
MMC HVAC Mechanical Systems Upgrade	1,213,010					1,213,010
MMC Reception Remodel	250,000					250,000
MOC Fleet Warehouse Roof, HVAC, Replacement	482,500					482,500
Moc Generator Replacement	600,000					600,000
MOC Security Walls, New Entry Gate	419,450					419,450
Moore Rd - I10, Traffic Interchange	7,000,000					7,000,000
Moore Rd Rehab, Sanders Rd to I-10				700,000		700,000
Moore Road Rehab, East-West Dove Mountain	181,894					181,894
New Renewable Water Resource Acquisition	3,004,997	971,176				3,976,173
North Marana Drainage Improvements	332,070					332,070
North Marana Pavement Rehab Phase 2				550,000		550,000
North Marana Sewer Interceptor	19,881,921					19,881,921
NW Recharge, Recovery, and Delivery System	17,443,918					17,443,918
Ora Mae Harn Park Remediation, PH1	100,000	350,000				450,000
Ora Mae Harn Park Remediation, PH2				400,000		400,000
Oshrin Line Replacement	223,620					223,620
Picture Rocks Interconnect	1,620,118					1,620,118
Pines Settlement Repair, FY2023	14,302					14,302
Pioneer Well Electrical Upgrade			220,000			220,000
Pioneer Well PFAS Treatment			381,300	1,715,850	1,715,850	3,813,000

Project Name	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Grand Total
Recharge Basins Phase II	4,900,476	1,604,290				6,504,766
Rillito Vista Lift Station Upgrade	1,295,302					1,295,302
RWY 30 Safety Mitigate EA				230,000		230,000
RWY 30 Safety Mitigate EMAS, Design					5,000,000	5,000,000
RWY 3-21 Reconstruct, Design-Construct				4,700,000		4,700,000
RWY 3-21, TWY-B, Hang-6, Reconstruct, EA		480,000				480,000
Saguaro Bloom Community Park, Ph-2	4,714,316					4,714,316
Saguaro Bloom Lift Station Pump Replacement	200,000					200,000
Sadario Well Rehabilitation	20,000					20,000
Sanders Rd 24-inch Water Line	356,095					356,095
Sanders Rd Drainage, Improvements	2,500,000					2,500,000
Santa Cruz Sup At Calportland	270,000					270,000
SCADA and Integrated Telemetry	350,000					350,000
Sewer Conveyance System Rehab	661,282	552,533	574,635			1,788,450
Stingray Sewer Interceptor		303,451	1,365,531	1,365,531		3,034,513
Tangerine Farms Rd Extension	2,799,943		19,248,299			22,048,242
Tangerine Rd Widening, Phase 2A	51,376,558					51,376,558
Tangerine Rd Widening, Phase 2B				28,000,000	20,000,000	48,000,000
Tangerine Sky Park, Phase 2	1,617,276					1,617,276
Tangerine TI Improvements	12,925,661					12,925,661
Taxiway A Reconstruction, MITL, Construction			9,400,000			9,400,000
Taxiway A Reconstruction, MITL, Design		960,000				960,000
Taxiway C Reconstruction, Construction			2,750,000			2,750,000
Taxiway C Reconstruction, Design		310,000				310,000
Twin Peaks Rd, Rattlesnake Pass Widening	42,977,556					42,977,556
TWY B, E, Lighting Upgrade, Construction				2,500,000		2,500,000
TWY B, E, Lighting Upgrade, Design			280,000			280,000
Water Line Replacements	90,000	120,000	120,000	120,000	120,000	570,000
Well Rehabilitation Program	110,000	140,000	140,000	140,000	140,000	670,000
West Apron Reconstruction Ph-1, Construct	2,100,000					2,100,000
West Apron Reconstruction Ph-1, Design	327,181					327,181
West Apron Reconstruction Ph-2, Construct	7,700,000					7,700,000
WRF Phase II	2,900,824	18,130,146	18,130,146			39,161,116
Grand Total	**315,433,048**	**76,352,815**	**91,274,765**	**66,338,280**	**45,108,650**	**594,507,558**

OPERATING CAPITAL AND PROJECTS

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Operating Capital and Projects

Operating capital and projects capture costs associated with the repair and maintenance of capital assets, replacement of equipment, studies, and all other project type costs that do not result in the acquisition or construction of a capital infrastructure asset.

Operating Capital and Projects	Tentative Budget
Town Manager	
Strategic Plan update	50,000
Website Implementation	20,000
Total for Town Manager	$70,000
Human Resources	
Learning Management Software	100,000
Total for Human Resources	$100,000
Finance	
New Software for Budget report	50,000
Total for Finance	$50,000
Technology Services	
New Permitting/Licensing System	506,104
Data Storage array replacement	135,750
Network Management and Project Consulting Services & Upgrades	327,420
New Building Access Control System	500,000
PCWIN Maintenance Fees	219,564
Office Space remodel	50,000
Computer, Printer, Monitor, and equipment Replacements	175,375
Police Radio Replacements	700,000
Total for Technology Services	$2,614,213
Development Services	
Open Space and Wildlife Conservation Plan	300,000
On Call 3rd Party reviews	50,000
Total for Development Services	$350,000
Police	
Police Officers Unfunded Pension Liability	13,592,934
Body/Vehicle Camera Storage Solutions	351,263
Total for Police	$13,944,197

Operating Capital and Projects	Tentative Budget
Public Works	
Construction, Planning and Monitoring Software solution	400,000
Consulting Services for Grant Opportunities	75,000
MOC Siting Study	75,000
Senior Center Front Desk Replacement	35,000
MMC Server Room HVAC Upgrade – Buildings A & B	140,000
MOC Server Room HVAC Upgrade	35,000
Lighting Maintenance	40,000
Crossroads Park Building Insulation Upgrade	60,000
Total for Public Works	$860,000
Parks and Recreation	
Replacement of Equipment and Small Vehicles for Parks properties	314,571
Light Pole Replacement	30,000
Parking Lot Treatment at San Lucas, Ora Mae Harn Parks	70,000
Total for Parks and Recreation	$414,571
Water Fund Operating	
Rate & Fee Study	105,000
Risk and Resilience Assessment (half of total cost)	75,000
Total for Water Operating	$180,000
Water Reclamation Fund Operating	
Sewer Master Plan Update	60,000
Clarifier Baffle Replacement	110,000
SCADA Master Plan	100,000
Risk and Resilience Assessment (half of total cost)	75,000
Spare IMLR Pump for Running Two Aeration Basins	25,000
Spare Blower	70,000
Total for Wastewater Operating	$440,000
Airport Fund Operating	
Surveillance Cameras/Security	78,100
Zero Turn Blower	13,000
Total for Airport Operating	$91,100
New Vehicle Purchases (Not part of replacement program)	
Vehicles for 3 Police Officers	281,670
Vehicle for Public Works Supervisor	64,200
Vehicle for Facilities Tech Positions	64,200
Total for New Vehicle Purchases	$410,070

Operating Capital and Projects	Tentative Budget
Vehicle Replacements*	
Unit 2010 – 2010 Ford F350 Crew Cab Long Bed	70,000
Unit 2011 – 2010 Ford F350 Crew Cab Long Bed	70,000
Unit 1011 – 2015 Ford Fusion Sedan	49,371
Unit 1013 – 2015 Chevrolet Tahoe PPV	97,705
Unit 1022 – 2015 Chevrolet Tahoe SSV	95,333
Unit 1027 – 2016 Chevrolet Impala	49,371
Unit 1030 – 2017 Chevrolet Impala	49,371
Unit 1032 – 2017 Chevrolet Tahoe SSV	95,333
Unit 2002 – 2008 Ford Explorer – Assigned to VIPS	51,000
Unit 2026 – 2012 Ford F150 (Water Reclamation)	62,000
Unit 2018 – 2012 Ford F350 Super Cab 4x4 Utility	104,500
Unit 2029 – 2013 Toyota Tacoma Extended Cab 4x4	52,800
Unit 280 – 2005 Ford F150 Super Cab (Airport)	65,000
Unit 2012 – 2010 Ford F450 (HURF)	104,500
Street Sweeper (HURF)	100,000
Unit 611 – 2005 Ford F650 Dump Truck (HURF)	143,500
*Carry-forward purchases***	
Unit 578 – 2013 Chevrolet Caprice	97,705
Unit 581 – 2013 Chevrolet Caprice	97,705
Unit 582 – 2013 Chevrolet Caprice	97,705
Unit 591 – 2013 Chevrolet Tahoe	97,705
Unit 595 – 2014 Chevrolet Tahoe	97,705
Unit 596 – 2014 Chevrolet Tahoe	97,705
Unit 1014 – 2015 Chevrolet Tahoe	97,705
Unit 2056 – 2014 Ford F-150 Super Cab	54,906
Unit 579 – 2013 Chevrolet Caprice	97,705
F650 Super Cab (Water)	138,800
Costs for vehicles that have arrived, but not yet outfitted (Gen. Fund & Water)	635,643
Total for Vehicle Replacements	$2,870,773
Grand Total	**$ 22,394,924**

***** *Vehicle Replacements reflect the use of replacement dollars set aside in previous fiscal years and reflect the organization's commitment to ensuring employees have safe and reliable vehicles and equipment needed to provide a high level of service.*

***Some vehicle replacements presented above were scheduled for purchase in the prior year, but a shortage of vehicles will delay delivery by the manufacturer until fiscal year 2024-2025. Thus, the corresponding vehicles and updated budget amounts were carried forward to this year's proposed budget.*

Capital Projects

A complete list of the Town's five-year Capital Improvement Plan is included in a different section of this document.

The following projects and initiatives, being funded in part or in whole by the General Fund, are being considered in the 2024-2025 fiscal year budget process and are currently factored in when calculating the estimated ending fund balance for fiscal year 2024-2025. Many of these projects were included in the prior year budget and are being continued into the current year budget.

Project*	Description	Tentative budget
MMC Reception area remodel	Remodel front desk to accommodate additional staff and increase safety	250,000
Court Room 2, Remodel Design	Expand Court Room 2	200,000
El Rio Recreation Area Parking Lot	To create additional parking at the El Rio Recreation area	360,511
Marana Gateway Monument Signage	Create permanent structures at key Marana roadways and intersections	386,395
MMC Fiber Optic Upgrade	Create redundancy for Town's network	100,000
Tangerine Sky Park, Phase 2	Expansion of the Park and parking lot	1,617,276
MOC Generator Replacement	Replace and upgrade aging generator	600,000
MMC Generator Upgrade	Replace and upgrade aging generator to provide coverage to all electrical systems	2,043,950
MOC Roof & HVAC Replacement	Replace aging roof and HVAC equipment	482,500
MMC HVAC Mechanical Systems upgrade	Replace and upgrade aging equipment - design	1,213,010
MOC Security Walls & New Entry Gate	Security and safety improvements at the MOC	419,450
Ora Mae Harn Park Remediation	Close out and secure existing old pool	100,000
Facilities Master Plan	Funding for design of facilities projects	7,260,000
Total for General Fund		$15,033,092

** Some of the projects above started construction in fiscal year 2024 and will be completed in fiscal year 2024-2025 or later. Thus, amounts presented above reflect estimates of budget appropriation that may be needed to finish the projects and may be adjusted further prior to the issuance of the final budget.*

CARRY FORWARD REQUESTS

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Carry Forward Requests

The following items present select projects and purchases that were requested for carry forward into the fiscal year 2024-2025 budget. The amounts included within this section are projected carry forward, and only reflect the request to expend remaining budget approved in the prior fiscal year. Transportation related, infrastructure and impact fee funded projects are not included below.

A complete list of the Town's five-year Capital Improvement Plan is included in a different section of this document.

Carry Forward Requests - Updated	Tentative budget
Police	
Outfitting of vehicles for new positions in FY2024	473,195
Radios for officers and vehicles	81,807
Total for Police	$555,002
Public Works	
MMC Generator upgrade	2,043,950
MOC Roof & HVAC Replacement	482,500
MOC Security Walls, New Entry Gate	419,450
Marana Gateway Monument Signage	186,395
MOC Generator Replacement	600,000
MMC Reception Area Remodel	200,000
Total for Public Works	$3,932,295
Parks and Recreation	
Tangerine Sky Park, Phase 2 - Design	147,276
Total for Parks and Recreation	$147,276
Development Services	
2024 General Plan - (Open Space and Wildlife Conservation Plan)	300,000
Total for Development Services	$300,000
Technology Services	
New Permitting/Licensing System	506,104
Network upgrades (hardware) & Fiber optic redundancy project	201,420
Total for Technology Services	$707,524
Vehicle Replacements	
Vehicles from the FY2024 planned replacements	1,301,893
Total for Vehicle Replacements	$1,301,893
General Fund Total	*$6,943,990*

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AUTHORIZED PERSONNEL

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TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Town Manager							
Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant to the Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Town Engineer	1.00	1.00	-	-	-	-	-
Administrative Assistant	1.00	1.00	-	-	-	-	-
Assistant to the Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Cultural Heritage Specialist	-	-	-	-	0.50	0.50	1.00
Communication and Marketing Division							
Communications Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Communications Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Graphics Designer	1.50	-	-	-	-	-	-
Senior Visual Communications Designer	-	-	-	-	-	1.00	1.00
Visual Communications Designer	-	1.50	2.50	2.50	2.50	1.50	2.00
Special Events Division							
Special Events Coordinator	1.00	-	-	-	-	-	-
Total Town Manager	**10.50**	**9.50**	**8.50**	**8.50**	**9.00**	**9.00**	**10.00**
Town Clerk							
Town Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Records Clerk	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Total Town Clerk	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**
Human Resources							
Human Resources Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Risk Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Organizational Development Manager	-	-	-	-	1.00	1.00	1.00
Sr. Human Resources Analyst	2.00	2.00	2.00	-	-	-	-

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Human Resources, continued							
Senior Human Resources Generalist	-	-	-	2.00	2.00	2.00	2.00
HRIS Administrator	-	-	1.00	-	-	-	-
HRIS & Payroll Manager	-	-	-	1.00	1.00	1.00	1.00
HR Manager	-	-	-	-	-	-	1.00
Payroll Administrator	-	-	-	1.00	1.00	1.00	1.00
Payroll Technician	-	-	-	1.00	1.00	1.00	1.00
Human Resources Analyst	1.00	1.00	1.00	-	-	-	-
Human Resources Generalist	-	-	-	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Safety Division							
Safety & Emergency Management Coordinator	1.00	1.00	1.00	-	-	-	-
Safety & Health Coordinator	-	-	-	1.00	1.00	1.00	1.00
Safety Compliance Specialist	-	-	1.00	-	-	-	-
Safety & Health Specialist	-	-	-	1.00	1.00	1.00	1.00
Total Human Resources	**7.00**	**7.00**	**10.00**	**12.00**	**13.00**	**13.00**	**14.00**
Finance							
Finance Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Finance Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Revenue & Customer Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Budget Analyst	1.00	1.00	1.00	-	-	-	-
Budget Manager	-	-	-	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	-	-	-	-
Payroll Technician	-	-	1.00	-	-	-	-
Procurement Officer	1.00	1.00	1.00	1.00	1.00	2.00	2.00
Procurement Specialist	-	-	1.00	1.00	1.00	-	-
Financial Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Grants Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Accountant	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Accounting Associate	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Accountant	-	-	-	-	-	-	1.00

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Finance, continued							
Accounting Associate	0.75	0.75	1.00	1.00	1.00	1.00	1.00
License & Tax Specialist	1.00	1.00	1.00	1.00	1.00	1.00	2.00
Customer Service Representative	2.00	2.00	3.00	-	-	-	-
Customer Service Specialist	-	-	-	3.00	3.00	3.00	3.00
Total Finance	**15.75**	**15.75**	**19.00**	**17.00**	**17.00**	**17.00**	**19.00**
Legal							
Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Assistant Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Town Attorney	1.00	2.00	2.00	1.00	1.00	1.00	1.00
Associate Town Attorney	1.00	-	-	1.00	1.00	1.00	1.00
Paralegal	1.00	-	-	-	-	-	-
Senior Legal Assistant	-	1.00	1.00	1.00	1.00	1.00	1.00
Legal Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Legal Document Specialist	-	-	-	-	-	1.00	1.00
Legal Document Specialist	1.00	1.00	1.00	1.00	1.00	-	-
Senior Legal Specialist	-	-	-	-	-	1.00	1.00
Legal Clerk	1.00	1.00	1.00	1.00	1.00	-	-
Total Legal Department	**9.00**	**9.00**	**9.00**	**9.00**	**9.00**	**9.00**	**9.00**
Technology Services							
Technology Services Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Services Deputy Director	-	-	1.00	1.00	1.00	1.00	1.00
Technology Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Supervisor	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Network Administrator	1.00	2.00	2.00	1.00	1.00	1.00	1.00
Network Administrator	1.00	-	-	1.00	1.00	1.00	1.00
Senior Software Developer	-	-	-	-	1.00	1.00	1.00
Software Developer	1.00	1.00	1.00	1.00	-	-	-
Senior GIS Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Technology Services, continued							
GIS Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Analyst	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Technology Support Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Support Specialist II	2.00	2.00	2.00	2.00	3.00	3.00	3.00
Technology Support Specialist I	-	-	1.00	1.00	1.00	1.00	2.00
Asset Systems Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Assets Coordinator	-	-	-	-	-	1.00	1.00
Assets Coordinator	3.00	3.00	3.00	3.00	3.00	2.00	2.00
Total Technology Services	**18.00**	**18.00**	**20.00**	**20.00**	**21.00**	**21.00**	**22.00**
Office of Economic & Tourism Development							
Director of Economic &Tourism Development	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Tourism & Marketing Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Tourism Marketing Specialist	-	-	-	-	-	-	1.00
Economic Development Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Graphics Designer	0.50	-	-	-	-	-	-
Visual Communications Designer	-	0.50	0.50	0.50	0.50	0.50	-
Total Office Economic & Tourism Development	**3.50**	**3.50**	**3.50**	**3.50**	**3.50**	**3.50**	**4.00**
Community & Neighborhood Services							
Community & Neighborhood Services Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Community Outreach Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Housing Rehabilitation Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Code Enforcement Division							
Chief Code Enforcement & Animal Control Officer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer I	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Animal Services Division							
Animal Control Officer	3.00	3.00	3.60	3.60	3.60	3.60	3.60
Total Community & Neighborhood Services	**10.00**	**10.00**	**10.60**	**10.60**	**10.60**	**10.60**	**10.60**

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Development Services							
Development Services Administration							
Development Services Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Business Process Supervisor	1.00	-	-	-	-	-	-
Business Process Manager	-	-	-	-	-	1.00	1.00
Development Services Analyst	-	1.00	1.00	1.00	1.00	-	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Safety							
Chief Building Official	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Building Official	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Business Process Supervisor	-	-	1.00	1.00	1.00	1.00	1.00
Senior Plans Examiner	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Plans Examiner	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Inspector II	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Building Inspector I	2.00	3.00	3.00	3.00	3.00	3.00	3.00
Permit Clerk	1.00	-	-	-	-	-	-
Development Coordinator	2.00	-	-	-	-	-	-
Permit Technician	-	3.00	3.00	3.00	3.00	3.00	5.00
Engineering							
Development Services Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Floodplain Manager	-	-	-	1.00	1.00	1.00	1.00
Civil Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Environmental Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Environmental Specialist	-	-	1.00	1.00	1.00	1.00	1.00
Senior Engineering Specialist	-	-	-	-	-	1.00	1.00
Engineering Specialist	2.00	2.00	3.00	3.00	3.00	2.00	2.00
Development Engineering Division Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Development Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Real Property Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Development Services, continued							
Real Property Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Executive Assistant	1.00	-	-	-	-	-	-
Planning							
Planning Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Development Coordinator	-	1.00	1.00	1.00	1.00	1.00	1.00
Senior Planner	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Total Development Services Department	**31.00**	**32.00**	**35.00**	**36.00**	**36.00**	**36.00**	**38.00**
Police							
Chief of Police	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Chief of Police	1.00	-	-	-	-	1.00	1.00
Police Captain	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Police Lieutenant	3.00	4.00	4.00	4.00	4.00	4.00	4.00
Police Sergeant	14.00	14.00	15.00	15.00	15.00	15.00	15.00
Police Officer	70.00	70.00	73.00	73.00	78.00	77.00	80.00
Police Detective	5.00	5.00	7.00	7.00	7.00	7.00	7.00
Police Records Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Telecommunications Manager	1.00	-	-	-	-	-	-
Police Telecommunications Supervisor	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Dispatcher	13.00	13.00	13.00	13.00	13.00	13.00	14.00
Police Records Specialist	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Police Records Clerk	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Crime Scene Property & Evidence Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Property & Evidence Records Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Crime Analyst	1.00	-	-	-	-	-	-
Senior Crime Analyst	-	1.00	1.00	1.00	1.00	1.00	1.00
Crime Scene Specialist	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Administrative Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Assets Coordinator	-	-	-	-	1.00	1.00	1.00

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Police, continued							
Customer Service Representative	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	-	-	-	1.00	-	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	-	-
Total Police Department	**127.00**	**127.00**	**133.00**	**134.00**	**139.00**	**139.00**	**143.00**
Courts							
Town Magistrate	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Operations Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Probation Monitor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Security Officer	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Court Collections Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Courtroom Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Courtroom Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Clerk	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Senior Court Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Courts	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**
Public Works							
Public Works Administration							
Public Works Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Business Process Analyst	-	-	-	-	1.00	1.00	1.00
Fleet Division							
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Supervisor	-	-	-	1.00	1.00	1.00	1.00
Fleet Coordinator	-	-	-	-	-	-	1.00
Lead Fleet Technician	1.00	1.00	2.00	1.00	1.00	1.00	1.00

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Public Works, continued							
Fleet Technician II	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Fleet Technician I	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Equipment Mechanic	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Streets Division							
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Technician III	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Technician II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Signs & Markings Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Signs & Marking Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Supervisor	1.00	2.00	2.00	2.00	2.00	2.00	3.00
Equipment Operator II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Equipment Operator I	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Maintenance Associate III	3.00	5.00	5.00	-	-	-	-
Public Works Maintenance Associate III	-	-	-	5.00	5.00	5.00	5.00
Maintenance Associate II	4.00	1.00	1.00	-	-	-	-
Public Works Maintenance Associate II	-	-	-	1.00	1.00	1.00	1.00
Maintenance Associate I	4.00	4.00	4.00	-	-	-	-
Public Works Maintenance Associate I	-	-	-	4.00	4.00	4.00	4.00
Engineering Aide	1.00	1.00	1.00	1.00	1.00	-	-
Senior Engineering Specialist	-	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Specialist	1.00	-	-	-	-	1.00	1.00
Facilities Division							
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Facilities Tradesman	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Facilities Technician II	3.00	3.00	3.00	1.00	1.00	1.00	1.00
Facilities Specialist	-	-	-	2.00	2.00	2.00	2.00
Facilities Technician I	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Custodian II	1.00	-	-	-	-	-	-

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Public Works, continued							
Lead Custodian	-	1.00	1.00	1.00	1.00	1.00	1.00
Custodian I	3.00	-	-	-	-	-	-
Custodian	-	3.00	3.00	3.00	4.00	4.00	4.00
Capital Improvement Program							
Town Engineer	-	-	1.00	-	-	-	-
CIP Engineering Division Manager	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Project Manager	3.00	3.00	4.00	4.00	4.00	4.00	4.00
CIP Process Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Construction Inspector	-	-	-	-	-	3.00	3.00
Construction Inspector	3.00	3.00	4.00	4.00	4.00	1.00	1.00
Senior Right of Way Inspector	-	-	-	-	-	1.00	1.00
Right of Way Inspector	1.00	1.00	1.00	1.00	1.00	-	-
Project Coordinator - CIP	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Public Works Department	**57.00**	**57.00**	**61.00**	**60.00**	**62.00**	**62.00**	**64.00**
Parks & Recreation							
Parks & Recreation Administration							
Parks and Recreation Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parks and Recreation Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Business Process Manager	1.00	-	-	-	-	-	-
Business Process Supervisor	-	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Supervisor (Special Events)	-	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Division							
Superintendent	-	-	-	-	1.00	1.00	-
Recreation Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Programmer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Division							
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Parks & Recreation, continued							
Parks Maintenance Supervisor	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Irrigation Control Specialist	2.00	-	-	-	-	-	-
Irrigation Control Technician	-	2.00	3.00	3.00	3.00	3.00	3.00
Maintenance Associate III	15.00	15.00	16.00	-	-	-	-
Parks and Recreation Lead Maintenance Associate	-	-	-	-	-	5.00	5.00
Parks and Recreation Maintenance Associate III	-	-	-	17.00	17.00	12.00	12.00
Maintenance Associate II	4.00	4.00	4.00	-	-	-	-
Parks and Recreation Maintenance Associate II	-	-	-	4.00	5.00	5.00	5.00
Maintenance Associate I	7.00	7.00	7.00	-	-	-	-
Parks and Recreation Maintenance Associate I	-	-	-	5.00	5.00	5.00	5.00
Parks Project Specialist	-	-	-	1.00	1.00	1.00	1.00
Community Center and Aquatics Division							
Superintendent	-	-	-	-	-	-	1.00
Operations Supervisor	-	-	-	-	-	-	1.00
Aquatic Maintenance Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Facilities Technician II	-	-	-	-	-	-	1.00
Recreation Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Programmer	1.00	1.00	1.00	1.00	1.00	1.00	7.00
Recreation Program Coordinator	-	-	-	-	-	-	2.00
Technology Support Specialist	-	-	-	-	-	-	1.00
Customer Service Representative	-	-	-	-	-	-	1.00
Custodian	-	-	-	-	-	-	4.00
Special Interests Division							
Customer Service Representative	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Recreation Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Programmer	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Outdoor Division							
Recreation Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Programmer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Associate III	1.00	1.00	1.00	-	-	-	-
Parks and Recreation Maintenance Associate III	-	-	-	1.00	2.00	2.00	2.00

TENTATIVE AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Parks & Recreation, continued							
Maintenance Associate I	1.00	1.00	1.00	-	-	-	-
Parks and Recreation Maintenance Associate I	-	-	-	1.00	-	-	-
Total Parks Department	**52.00**	**53.00**	**55.00**	**55.00**	**58.00**	**58.00**	**74.00**
Water Department							
Water Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Deputy Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Business Services Coordinator	1.00	-	-	-	-	-	-
Water Business Services Supervisor	-	1.00	1.00	1.00	1.00	1.00	1.00
Water Business Services Analyst	1.00	-	-	-	-	-	-
Business Financial Manager	-	1.00	1.00	1.00	1.00	1.00	1.00
Water Distribution Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Production Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Resource Coordinator	1.00	1.00	1.00	-	-	-	-
Water Resources Administrator	-	-	-	1.00	1.00	1.00	1.00
Water Quality Supervisor	1.00	-	-	-	-	-	-
Chief Water Quality Operator	-	1.00	1.00	1.00	1.00	1.00	1.00
Water Quality Specialist	-	-	-	1.00	1.00	1.00	1.00
Water Quality Technician	2.00	2.00	3.00	2.00	2.00	2.00	2.00
Water Construction Inspector	1.00	1.00	1.00	1.00	2.00	1.00	1.00
Backflow Prevention Inspector	-	-	-	-	-	1.00	1.00
Water Conservation Specialist	-	-	1.00	-	-	-	-
Water Conservation Analyst	-	-	-	1.00	1.00	1.00	1.00
Facilities Tradesman	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Operator III	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Water Operator II	7.00	7.00	6.00	6.00	6.00	6.00	6.00
Water Operator I	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Civil Engineer	2.00	1.00	2.00	2.00	2.00	2.00	2.00
CIP Engineering Division Manager	-	1.00	1.00	-	-	-	-
Water Engineering Manager	-	-	-	1.00	1.00	1.00	1.00
Water Billing Specialist	2.60	2.60	3.00	3.00	3.00	3.00	4.00
SCADA Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00

TENTATIVE AUTHORIZED POSITION SCHEDULE

FISCAL YEAR 2024-2025

	2022 Adopted	2022 Actual	2023 Adopted	2023 Actual	2024 Adopted	2024 Estimated	2025 Tentative
Water, continued							
Water Technology Support Specialist II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Operations Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Water Department	**31.60**	**31.60**	**34.00**	**34.00**	**35.00**	**35.00**	**36.00**
Water Reclamation Department							
Water Reclamation Operations Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Chief Water Reclamation Operator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Reclamation Operator II	2.00	2.00	3.00	3.00	3.00	3.00	3.00
Water Reclamation Operator I	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Reclamation Mechanic	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Associate Water Reclamation Mechanic	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Water Reclamation Department	**7.00**	**7.00**	**8.00**	**8.00**	**8.00**	**8.00**	**8.00**
Airport Operations							
Airport Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Airport Operations Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	-	-	1.00	1.00	1.00	1.00	1.00
Maintenance Associate III	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Associate II	-	-	-	-	-	-	1.00
Total Airport Operations	**3.00**	**3.00**	**4.00**	**4.00**	**4.00**	**4.00**	**5.00**
TOTAL TOWN AUTHORIZED POSITIONS	**401.35**	**402.35**	**429.60**	**430.60**	**444.10**	**444.10**	**475.60**

AUDITOR GENERAL SCHEDULES

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Official Budget Forms

Town of Marana

Fiscal year 2025

Town of Marana

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Fiscal year 2025

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Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

Town of Marana
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2025

Fiscal year		Sch		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2024	Adopted/adjusted budgeted expenditures/expenses*	E	1	77,026,555	13,051,469	15,356,954	155,743,417	0	69,386,635	5,696,168	336,261,198
2024	Actual expenditures/expenses**	E	2	58,988,253	7,224,654	9,793,591	36,751,090	0	27,620,024	5,034,958	145,412,570
2025	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	122,048,887	14,279,830	9,608,410	123,486,943	0	46,212,164	3,452,583	319,088,817
2025	Primary property tax levy	B	4	0							0
2025	Secondary property tax levy	B	5			2,637,569	316,508				2,954,077
2025	Estimated revenues other than property taxes	C	6	80,688,255	10,107,377	1,833,045	128,718,848	0	44,314,207	6,211,485	271,873,217
2025	Other financing sources	D	7	0	0	8,500,000	19,849,957	0	23,060,492	0	51,410,449
2025	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2025	Interfund transfers in	D	9	0	100,000	8,108,347	1,808,471	0	10,603,706	0	20,620,524
2025	Interfund Transfers (out)	D	10	6,201,898	0	0	5,785,060	0	8,633,566	0	20,620,524
2025	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability			20,172,064							20,172,064
	Maintained for future retirement contributions										0
											0
2025	Total financial resources available		12	176,363,180	24,487,207	30,687,371	268,395,667	0	115,557,003	9,664,068	625,154,496
2025	Budgeted expenditures/expenses	E	13	105,182,082	14,809,088	21,452,942	226,095,819	0	99,988,058	6,211,485	473,739,474

	Expenditure limitation comparison	2024	2025
1	Budgeted expenditures/expenses	$ 336,261,198	$ 473,739,474
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	336,261,198	473,739,474
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 336,261,198	$ 473,739,474
6	EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Marana
Tax levy and tax rate information
Fiscal year 2025

	2024	2025
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
Property tax judgment		
B. Secondary property taxes	2,435,494	2,954,077
Property tax judgment		
C. Total property tax levy amounts	$ 2,435,494	$ 2,954,077
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total primary property taxes	$	
B. Secondary property taxes		
(1) **Current** year's levy	$ 2,398,962	
(2) Prior years' levies	19,788	
(3) Total secondary property taxes	$ 2,418,749	
C. Total property taxes collected	$ 2,418,749	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
Property tax judgment		
(2) Secondary property tax rate	2.8000	2.8000
Property tax judgment		
(3) Total city/town tax rate	2.8000	2.8000

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating three special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Marana
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
General Fund			
Local taxes			
Sales taxes	$ 35,123,831	$ 44,103,089	$ 43,684,077
Licenses and permits			
Building and development fees	3,516,000	7,678,757	5,885,300
Business and license fees	145,000	160,845	155,000
Animal fees	81,500	72,989	78,700
Franchise fees	575,000	579,619	600,000
Host fees	300,000	296,559	320,000
Intergovernmental			
State shared sales taxes	8,263,841	5,417,795	8,445,646
Urban revenue sharing	14,720,978	14,829,456	12,215,403
Auto lieu	2,960,801	2,629,134	2,655,425
Federal - ARPA			
Charges for services			
Charges for services	823,000	608,761	723,500
Fines and forfeits			
Court fines and fees	389,500	407,086	389,500
Interest on investments			
Interest	2,000,000	4,444,444	4,565,479
Contributions			
Voluntary contributions	146,100	210,091	172,325
Miscellaneous			
Other miscellaneous	740,945	966,566	797,900
Total General Fund	$ 69,786,496	$ 82,405,191	$ 80,688,255

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Special revenue funds

Community development block grants	$ 260,000	$ 60,041	$ 348,691
Affordable housing revolving	2,000	1,449	2,000
Other grants and contributions	3,057,149	1,721,193	3,057,149
RICO	20,000	22,353	30,000
	$ 3,339,149	$ 1,805,036	$ 3,437,840
Impound	$ 11,600	$ 8,400	$ 16,000
Bed tax	1,450,000	1,730,626	1,600,000
Local JCEF	8,000	5,448	8,000
Fill the GAP	4,500	2,583	4,500
	$ 1,474,100	$ 1,747,057	$ 1,628,500
Local technology enhancement	$ 50,000	$ 32,565	$ 50,000
Highway user revenue	5,079,784	5,221,200	4,991,037
	$ 5,129,784	$ 5,253,765	$ 5,041,037
Total special revenue funds	$ 9,943,033	$ 8,805,858	$ 10,107,377

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Marana
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
Debt service funds			
Tangerine farms road improvement district	$ 2,020,059	$ 1,622,912	$ 1,729,002
Gladden farms CFD debt			
2025 Overall Summary_TENT	187,000		104,043
Saguaro springs CFD debt			
	$ 2,207,059	$ 1,622,912	$ 1,833,045
Total debt service funds	$ 2,207,059	$ 1,622,912	$ 1,833,045
Capital projects funds			
Transportation	$ 4,200,000	$ 14,084,376	$ 10,282,526
Half cent sales tax	6,561,367	7,855,996	8,790,654
Impact fee funds	1,545,684	6,848,643	3,172,836
Other capital projects	23,878,438	10,926,406	72,048,197
	$ 36,185,489	$ 39,715,421	$ 94,294,213
Downtown reinvestment	$ 456,500	$ 341,914	$ 526,500
Regional transportation authority	13,431,903	381,305	24,791,135
Pima association of governments	9,772,250		9,107,000
	$ 23,660,653	$ 723,219	$ 34,424,635
Total capital projects funds	$ 59,846,142	$ 40,438,640	$ 128,718,848

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Permanent funds			
	$	$	$
	$	$	$
Total permanent funds	$	$	$
Enterprise funds			
Water utility	$ 15,145,285	$ 17,250,242	$ 20,023,586
Airport	7,376,814	2,719,845	15,920,893
Water reclamation utility	5,680,280	6,888,013	8,369,728
	$ 28,202,379	$ 26,858,100	$ 44,314,207
Total enterprise funds	$ 28,202,379	$ 26,858,100	$ 44,314,207

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Internal service funds			
Health benefits	$ 5,344,168	$ 5,614,691	$ 5,819,845
Dental benefits	352,000	375,186	391,640
	$ 5,696,168	$ 5,989,877	$ 6,211,485
Total internal service funds	$ 5,696,168	$ 5,989,877	$ 6,211,485
Total all funds	$ 175,681,277	$ 166,120,578	$ 271,873,217

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Marana
Other financing sources/(uses) and interfund transfers
Fiscal year 2025

Fund	Other financing 2025 Sources	Other financing 2025 (Uses)	Interfund transfers 2025 In	Interfund transfers 2025 (Out)
General Fund				
Other grants and contributions	$	$	$	$ 100,000
Transportation				1,508,471
2014 debt service				661,397
2017 debt service				549,890
2024 refunding debt service				1,212,000
Airport				1,183,766
Water utility				986,374
Water reclamation utility				
Total General Fund	$	$	$	$ 6,201,898
Special revenue funds				
Other grants and contibutions	$	$	$ 100,000	$
Total special revenue funds	$	$	$ 100,000	$
Debt service funds				
2014 debt service	$	$	$ 661,397	$
2017 debt service			2,643,700	
2024 debt service			3,591,250	
2024 refunding debt service			1,212,000	
Saguaro springs CFD	4,850,000			
Gladden Farms II CFD	3,650,000			
Total debt service funds	$ 8,500,000	$	$ 8,108,347	$
Capital projects funds				
Transportation	$	$	$ 1,808,471	$ 964,490
Impact fees	19,849,957			1,229,320
Half cent sales tax				3,591,250
Total capital projects funds	$ 19,849,957	$	$ 1,808,471	$ 5,785,060
Permanent funds				
	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
Airport	$	$	$ 1,183,766	$
Water utility	23,060,492		4,707,278	5,280,307
Water reclamation utility			4,712,662	3,353,259
Total enterprise funds	$ 23,060,492	$	$ 10,603,706	$ 8,633,566
Internal service funds				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
Total all funds	$ 51,410,449	$	$ 20,620,524	$ 20,620,524

Town of Marana
Expenditures/expenses by fund
Fiscal year 2025

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
General Fund				
Non-departmental	$ 3,925,801	$	$ 3,643,174	$ 4,425,976
Mayor and council	387,745	150,000	508,303	400,486
Town manager	1,600,517		1,571,356	1,678,187
Town clerk	570,215		408,609	606,742
Human resources	1,772,626		1,628,210	2,195,874
Finance	1,898,127		1,751,926	2,293,277
Legal	1,244,565		1,125,184	1,348,734
Technology services	5,889,155		5,321,766	7,898,069
Economic development and tourism	326,774		329,370	364,918
Development services	4,559,388		3,688,436	4,796,771
Police	21,631,429		20,524,450	35,249,318
Courts	1,326,710		1,275,927	1,389,174
Public works	8,354,401		6,657,222	16,123,659
Parks and recreation	7,593,941		7,110,103	9,386,206
Community development	1,319,486		1,274,417	1,414,734
Capital outlay	9,625,675		2,169,800	10,609,957
Contingency	5,000,000	(150,000)		5,000,000
Total General Fund	$ 77,026,555	$	$ 58,988,253	$ 105,182,082
Special revenue funds				
Highway user revenue	$ 6,765,028	$	$ 4,002,144	$ 8,116,176
Revolving affordable housing	105,000			105,000
Local JCEF	131,805			131,805
Fill the GAP	34,500			34,500
Local technology	78,000		21,556	82,500
Community development block grants	260,000		60,041	348,691
Bed tax	1,950,000		1,382,972	2,152,840
Other grants and contributions	3,580,336		1,721,193	3,690,676
RICO	121,800		36,748	116,900
Impound fees	25,000			30,000
Total special revenue funds	$ 13,051,469	$	$ 7,224,654	$ 14,809,088
Debt service funds				
Series 2013 debt	$ 3,016,125	$	$ 3,016,125	$
Series 2014 debt	651,201		651,201	655,416
Series 2017 debt	2,580,125		2,580,325	2,580,075
Series 2024				4,667,042
Series 2024 refunding debt				1,184,931
Tangerine farms ID debt	2,333,819		1,622,912	1,729,002
Gladden farms CFD debt	777,557		776,556	877,631
Galdden farms, Phase II CFD debt	608,477		608,047	4,436,544
Saguaro springs CFD debt	5,389,650		538,425	5,322,301
Total debt service funds	$ 15,356,954	$	$ 9,793,591	$ 21,452,942

Town of Marana
Expenditures/expenses by fund
Fiscal year 2025

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
Capital projects funds				
Transportation	$ 28,793,914	$	$ 3,883,529	$ 33,018,301
Impact fee funds	13,359,676		6,812,596	35,049,199
Other capital projects	25,144,227		2,639,027	84,700,392
Downtown reinvestment	425,000			1,125,000
Pima association of governments	9,772,250			9,107,000
Regional tranportation authority	13,431,903		381,305	24,791,135
Half cent sale tax fund	63,170,697		23,028,883	36,289,042
Gladden farms CFD	1,128,500		1,750	1,253,500
Galdden farms, Phase II CFD	52,750		2,250	182,750
Saguaro springs CFD	464,500		1,750	579,500
Total capital projects funds	$ 155,743,417	$	$ 36,751,090	$ 226,095,819
Permanent funds				
	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
Water utility	$ 39,059,108	$	$ 20,593,411	$ 49,247,672
Airport	8,337,685		2,984,172	17,104,659
Water reclamation utility	21,989,842		4,042,441	33,635,727
Total enterprise funds	$ 69,386,635	$	$ 27,620,024	$ 99,988,058
Internal service funds				
Health benefits	$ 5,344,168	$	$ 4,758,090	$ 5,819,845
Dental benefits	352,000		276,868	391,640
Total internal service funds	$ 5,696,168	$	$ 5,034,958	$ 6,211,485
Total all funds	$ 336,261,198	$	$ 145,412,570	$ 473,739,474

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Marana
Expenditures/expenses by department
Fiscal year 2025

Department/Fund	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
Economic development and tourism				
General fund	$ 326,774	$	$ 323,337	$ 404,918
Downtown Reinvestment fund	425,000			425,000
Bed tax fund	1,139,816		411,738	1,330,349
Department total	$ 1,891,590	$	$ 735,075	$ 2,160,267
List department: Police:				
General fund	$ 22,530,049	$	$ 20,312,502	$ 35,868,017
Grants and contributions	1,190,336		1,341,277	1,499,179
RICO	121,800		40,779	116,900
Impound fees	25,000			30,000
Department total	$ 23,867,185	$	$ 21,694,558	$ 37,514,096
List department: Court:				
General fund	$ 1,326,710	$	$ 1,220,754	$ 1,589,979
Local JCEF	131,805			131,805
Fill the GAP	34,500			34,500
Local tech enhancement	78,000		24,549	82,500
Department total	$ 1,571,015	$	$ 1,245,303	$ 1,838,784
List department: Public works:				
General fund	$ 13,217,186	$	$ 6,778,567	$ 12,114,566
Highway user revenue fund	6,282,878		3,362,105	7,519,099
Department total	$ 19,500,064	$	$ 10,140,672	$ 19,633,665
List department: Parks and recreation:				
General fund	$ 8,617,693	$	$ 7,737,274	$ 11,639,307
Highway user revenue fund	482,150		342,640	597,077
Department total	$ 9,099,843	$	$ 8,079,914	$ 12,236,384
List department: Community development:				
General fund	$ 1,319,486	$	$ 968,833	$ 1,414,734
CDBG	260,000		58,572	348,691
Revolving affordable housing	105,000			105,000
Department total	$ 1,684,486	$	$ 1,027,405	$ 1,868,425

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Marana
Full-time employees and personnel compensation
Fiscal year 2025

Fund	Full-time equivalent (FTE) 2025	Employee salaries and hourly costs 2025	Retirement costs 2025	Healthcare costs 2025	Other benefit costs 2025	Total estimated personnel compensation 2025
General Fund	424.60	$ 32,298,153	$ 18,775,033	$ 5,753,105	$ 3,324,062	$ 60,150,353
Special revenue funds						
Bed tax	2.00	$ 164,525	$ 19,942	$ 51,951	$ 12,956	$ 249,374
Total special revenue funds	2.00	$ 164,525	$ 19,942	$ 51,951	$ 12,956	$ 249,374
Enterprise funds						
Water utility	36.00	$ 2,702,227	$ 319,087	$ 521,731	$ 249,872	$ 3,792,917
Airport	5.00	286,103	33,700	77,897	40,030	437,730
Water reclamation utility	8.00	582,349	66,996	139,336	59,159	847,840
Total enterprise funds	49.00	$ 3,570,679	$ 419,783	$ 738,964	$ 349,061	$ 5,078,487
Total all funds	475.60	$ 36,033,357	$ 19,214,758	$ 6,544,020	$ 3,686,079	$ 65,478,214

MARANA AZ

Marana Municipal Complex
11555 W Civic Center Drive
Marana, AZ 85653

MaranaAZ.gov / (520) 382-1900

Council-Regular Meeting **D2**

Meeting Date: 05/21/2024

To: Mayor and Council

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

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

Date: May 21, 2024

Strategic Plan Focus Area:
Thriving Commerce, Vibrant Community

Subject: Relating to Public Art; presentation, discussion and selection of public art design concept for fabrication and installation along Avra Valley Road near the Marana Regional Airport for the 2024 Transportation Art by Youth (TABY) project (Andrea De La Cruz)

Discussion:

The Town was awarded $75,000 in funding for a Transportation Art By Youth (TABY) project through the Pima Association of Governments (PAG). This public art piece will be designed and constructed under the supervision of a contract artist, with the assistance of two Marana High School CTE Welding Program instructors as well as three students from the program. The piece will be installed in Town owned right-of-way along Avra Valley Road, near the Marana Regional Airport.

During tonight's presentation, Staff will provide Council with a presentation summarizing the public art project, including the Marana Public Art Review Committee's involvement, collaboration with Marana High School, and the project timeline. Staff will also be presenting two different art concepts to Council, and seeking direction on which concept is most appropriate to move forward with for construction and installation.

Moving forward, upon receiving direction from Council, the Town will finalize the selected design concept and begin the construction and installation process, working directly with the selected artist and the Marana High School CTE Welding Program. Installation is anticipated to occur in August 2024.

Staff Recommendation:
Staff recommends approval to move forward with one of the design concepts.

Suggested Motion:
I move to approve design concept ____ for the 2024 Transportation Art By Youth (TABY) project.

Attachments

No file(s) attached.