



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 17, 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 September 17, 2024, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

Meeting Times

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

Speaking at Meetings

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

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

Accessibility

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

Agendas

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Relating to Budget; presentation of preliminary year-end results (July-June) for the Town's General Fund and other selected major funds for the 2023-2024 fiscal year (Yiannis Kalaitzidis)
- P2 Relating to Strategic Planning; presentation and discussion regarding the Town's progress in implementing the Marana Strategic Plan Five (Andrea De La Cruz)

CONSENT AGENDA

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

- C1 Ordinance No. 2024.018: Relating to Offenses; amending Town Code Title 11 (Offenses), chapter 11-10 (Penalties); adding new section 11-10-4 (Violations of Section 11-5-4; Classification; Enforcement; Continuing Violations) to designate construction noise violations as civil infractions; and designating an effective date (Libby Shelton)
- C2 Ordinance No. 2024.019: Relating to Special Events; amending Marana Town Code Title 10 (Health and Sanitation), Chapter 6 (Special Events); revising Section 10-6-4 (Permit required; non-transferable) to add language clarifying that compliance with all conditions set forth in an issued special event permit is required and revising Section 10-6-8 (Grounds for denial) to add language clarifying that failure to meet a condition set forth in a previously-issued special event permit constitutes grounds for denial; and designating an effective date (David L. Udall)

- C3 Resolution No. 2024-084: Relating to Administration; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pinal County regarding town employee participation in the Pinal County “Safety Rodeo” (Callie LeRoy)
- C4 Relating to Procurement; approving a change order to the contract with Psomas, Inc. in the amount of \$121,910.75 for the Tangerine Road Widening Phase 2A Project (ST098); 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)
- C5 Approval of Regular Council Meeting Summary Minutes of September 3, 2024 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

EXECUTIVE SESSIONS

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

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

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

P1

Meeting Date: 09/17/2024

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: September 17, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Budget; presentation of preliminary year-end results (July-June) 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 preliminary year-end financial results for the Town's General Fund and other selected major funds for fiscal year 2023-24. 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 summary, expenditure summary, and anticipated ending balances at the year-end.

Revenue

Overall, revenues and other financing sources are within or above expectations for the Town's General Fund and other selected funds largely fueled by a strong work force, low unemployment rates and better than anticipated sales tax revenues and investment revenues due to the high interest rate environment.

General Fund revenue is significantly above budgeted expectations and projected to come in about 35% above budgeted amounts, primarily due to higher than anticipated sales taxes, Single Family Residential (SFR) permits revenues and investment returns due to high interest rates. It should be noted that most revenue categories were higher than prior year actual revenues indicating the continued resiliency of the economy.

Highway User Revenue Fund (HURF) revenues resulting from the collection of fees

and taxes from users of the State's roads and highways were slightly below expectations, with the shortfall being recovered through higher investment revenues as a result of higher interest rates, and through third party charges for services.

Revenues for the Transportation Fund which comprises 75% of all contracting taxes collected and used for new road construction and reconstruction projects are significantly higher than anticipated at 374% above budgeted expectations but just below prior year record revenues. Revenues have consistently exceeded expectations throughout the year due to higher than anticipated commercial activity and residential development.

Revenues for the Bed Tax Fund, which accounts for the portion of bed tax revenues restricted for tourism related costs, exceeded expectations even though total revenues retreated from prior year record levels. Yet, the hospitality sector's performance remained strong with average daily room rates remaining near high levels while occupancy rates have recovered to pre-pandemic levels.

Revenues for the Water and Water Reclamation Funds were above expectations for the fiscal year due to higher than anticipated account growth for new housing and commercial projects in Marana.

Revenues for the Airport met expectations for the year. Additional detail on these variances and other listed funds is included within the visualization slides attached to this item. The shortfall reflected in the summary page of the presentation will be covered by budgeted transfers of funds from the General Fund.

Expenditures

Expenditures in all funds are at or below expectations through the fourth quarter, when excluding the impact of a debt refunding in the water reclamation fund. This is primarily attributable to vacancy savings, operational efficiencies and also the timing of capital projects many of which are multi-year projects. Additional detail on these variances and other funds are included within the visualization slides attached to this item.

General Fund Balance and Reserves

Based upon preliminary year-end results for fiscal year 2023-2024, and a number of assumptions, we expect General Fund reserves of approximately \$58.7 million available to use for one-time projects and other one-time needs by the end of fiscal year 2024-2025. This balance excludes items like the General Fund reserve of 25% of budgeted revenues, or \$20.2 million, the \$5 million of contingency budget capacity in next year's budget and money set aside as part of the Town's equipment and vehicle replacement program, which are available to support continued, efficient and uninterrupted service delivery. Please find a General Fund available impact slide attached to this Council report which breaks out in greater detail the various obligations of the General Fund. The amount of available fund balance will change as the Town reconciles and closes the books for fiscal year 2023-2024.

The preliminary year-end 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 after the Council meeting:
<http://www.maranaaz.gov/financial-documents>

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

FY2024 Year-end Financial update
General Fund Reserves

Financial Brief: Fourth Quarter

Fiscal Year

2023 – 2024

Prepared by: Finance Department

Contents

Summary.....	1
General Fund Revenues.....	2
General Fund Expenses	3
HURF Revenues.....	4
HURF Expenses.....	5
Transportation Fund Revenues.....	6
Transportation Fund Expenses.....	7
Bed Tax Fund Revenues.....	8
Bed Tax Fund Expenses.....	9
Half Cent Sales Tax Fund Revenues.....	10
Half Cent Sales Tax Fund Expenses.....	11
Water Revenues.....	12
Water Expenses.....	13
Water Reclamation Revenues.....	14
Water Reclamation Expenses.....	15
Airport Revenues.....	16
Airport Expenses.....	17

FISCAL YEAR 2023 - 2024 FOURTH 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 fourth quarter of fiscal year 2024 (July 2023 - June 2024). Major funds included in this financial brief are the General Fund, Highway User Revenue Fund (HURF), Bed Tax Fund, Half Cent Sales Tax Fund and Transportation Fund. Also included are the Airport, Water, and Water Reclamation enterprise funds. Please note that all amounts are preliminary, unaudited and subject to change based upon adjusting entries, as necessary.

The table below shows an overview for each fund.

REVENUES				EXPENDITURES			OVER/UNDER
Fund	FY 2024 Budget	Actual	% Budget	FY 2024 Budget	Actual	% Budget	YTD Over/Under
GENERAL FUND	69,792,496	93,936,358	135%	79,950,291	68,246,233	85%	25,690,125
HURF	5,079,784	5,396,098	106%	6,765,028	3,995,172	59%	1,400,926
TRANSPORTATION FUND	4,300,000	16,134,263	375%	29,654,333	5,959,356	20%	10,174,907
BED TAX FUND	1,450,000	1,732,071	119%	1,950,000	1,331,773	68%	400,298
1/2 CENT SALES TAX	59,561,367	59,683,212	100%	63,170,697	32,126,444	51%	27,556,768
WATER FUND	10,686,919	11,508,655	108%	13,478,206	9,773,159	73%	1,735,496
WATER RECLAMATION FUND	4,047,125	5,697,585	141%	5,678,587	17,543,790	309%	-11,846,205
AIRPORT FUND	647,162	369,260	57%	647,162	554,684	86%	-185,424

FY 2023-2024 FOURTH QUARTER: GENERAL FUND

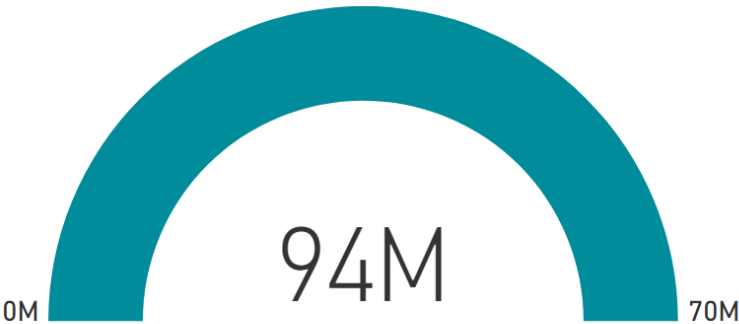
REVENUES

Select Revenue or Expense

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☒ REVENUES

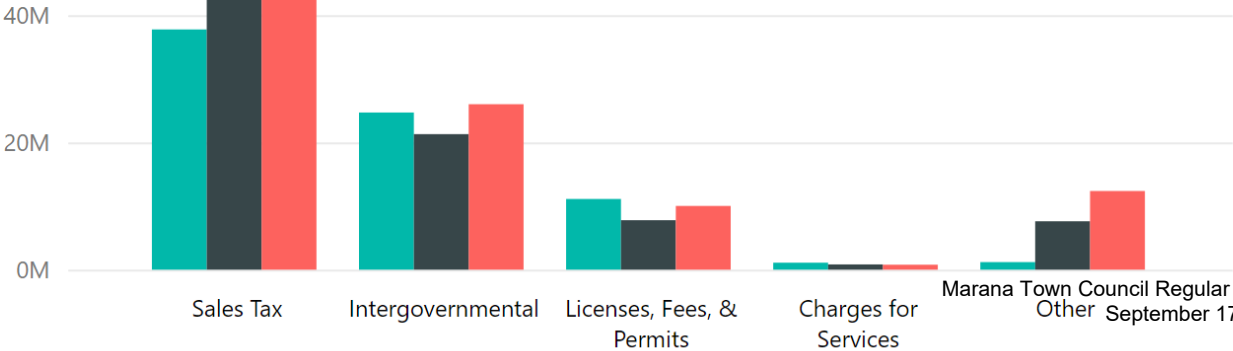
Category	FY 2024 Budget	Actual	% Budget
Sales Tax	35,123,831	44,765,806	127%
Intergovernmental	25,945,620	26,007,441	100%
Licenses, Fees, & Permits	4,617,500	10,017,975	217%
Charges for Services	829,000	779,252	94%
Other	3,276,545	12,365,883	377%
Total	69,792,496	93,936,358	135%



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 fourth quarter of FY2024. Sales tax and contracting tax revenues are both exceeding expectations due to continued economic strength and strong employment. 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 fourth quarter this fiscal year when compared to last year due to higher

Year 2022 2023 2024



Category	2022	2023	2024
Sales Tax	37,758,889	43,388,305	44,765,806
Intergovernmental	24,700,801	21,304,677	26,007,441
Licenses, Fees, & Permits	11,112,418	7,776,632	10,017,975
Charges for Services	1,097,224	824,666	779,252
Other	1,190,610	7,607,784	12,365,883
Total	75,859,942	80,902,065	93,936,358

FY 2023-2024 FOURTH QUARTER: GENERAL FUND

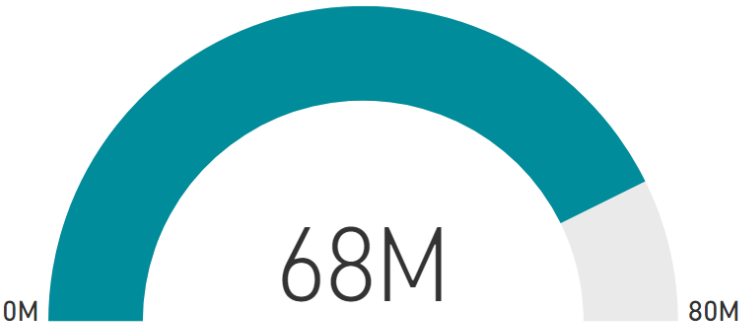
EXPENSES

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EXPENSES

REVENUES

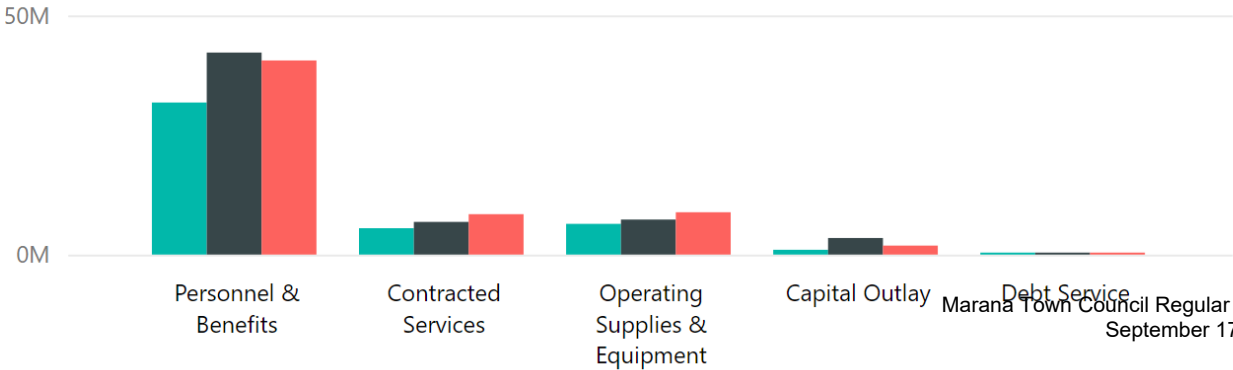
Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	44,161,900	40,577,647	92%
Contracted Services	10,282,581	8,441,415	82%
Operating Supplies & Equipment	13,831,827	8,845,796	64%
Capital Outlay	6,707,362	1,871,696	28%
Debt Service	60,000	59,428	99%
Other Financing Uses	4,906,621	8,450,252	172%
Total	79,950,291	68,246,233	85%



General Fund Relevant Information

General Fund expenses through the fourth 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 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.

Year 2022 2023 2024



Category	2022	2023	2024
Personnel & Benefits	31,783,353	42,228,520	40,577,647
Contracted Services	5,508,994	6,825,864	8,441,415
Operating Supplies & Equipment	6,418,023	7,317,698	8,845,796
Capital Outlay	998,484	3,460,054	1,871,696
Debt Service	42,019	195,489	59,428
Other Financing Uses	4,093,861	19,853,706	8,450,252
Total	48,844,734	79,881,331	68,246,233

FY 2023-2024 FOURTH QUARTER: HURF REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

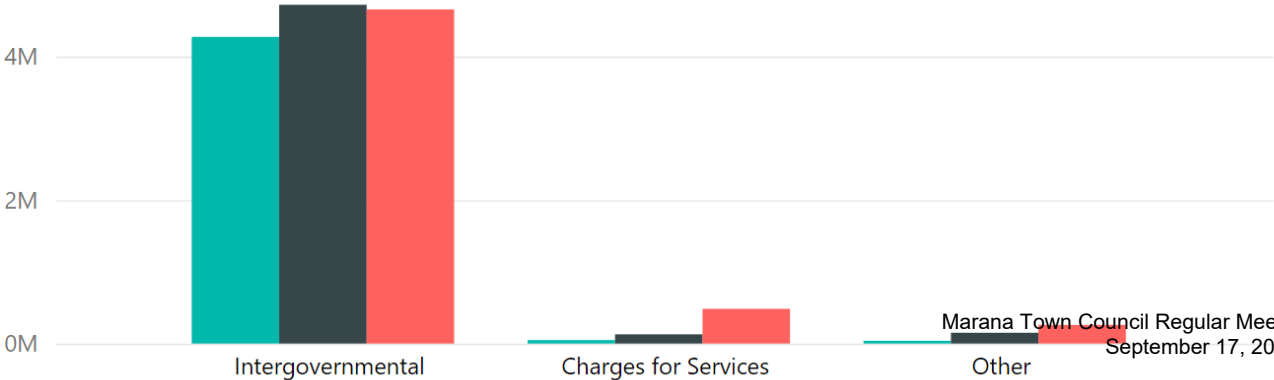
Category	FY 2024 Budget	Actual	% Budget
Intergovernmental	4,969,784	4,654,046	94%
Charges for Services	0	482,883	0%
Other	110,000	259,168	236%
Total	5,079,784	5,396,098	106%



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. Fourth quarter HURF revenue collections are below budgeted expectations when excluding charges for services revenues. 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.

Year 2022 2023 2024



Category	2022	2023	2024
Intergovernmental	4,271,391	4,718,392	4,654,046
Charges for Services	48,098	128,100	482,883
Other	37,744	149,737	259,168
Total	4,357,234	4,996,228	5,396,098

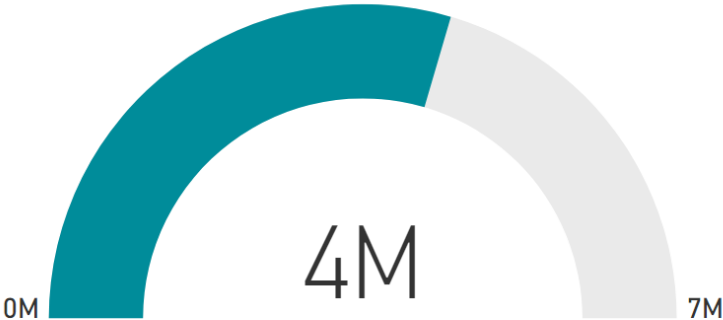
FY 2023-2024 FOURTH QUARTER: HURF EXPENSES

Select Revenue or Expense

EXPENSES

REVENUES

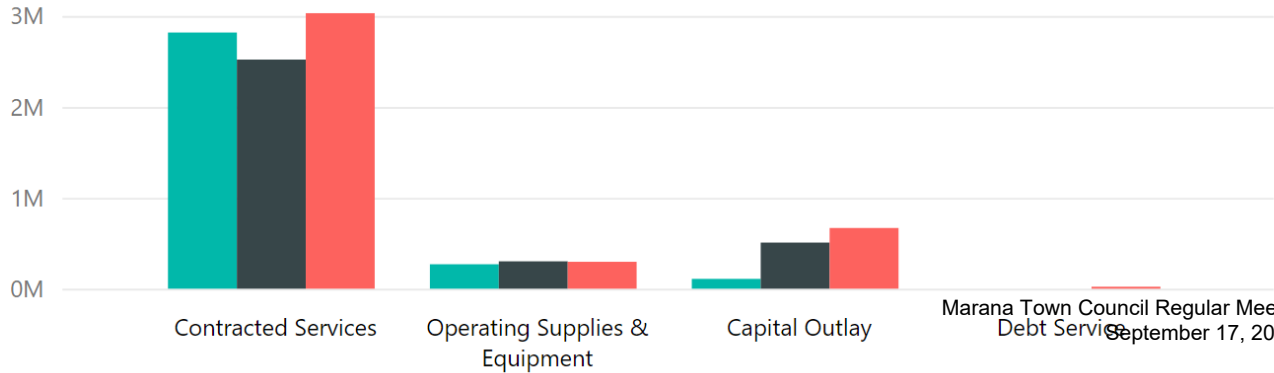
Category	FY 2024 Budget	Actual	% Budget
Contracted Services	5,414,934	3,031,152	56%
Operating Supplies & Equipment	298,050	295,848	99%
Capital Outlay	851,992	667,683	78%
Debt Service	0	489	0%
Other Financing Uses	200,052		
Total	6,765,028	3,995,172	59%



HURF Relevant Information

HURF expenses are overall below budgeted amounts through the fourth 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 reflect restricted budget for possible monsoon storm damage or other unanticipated needs.

Year 2022 2023 2024



Category	2022	2023	2024
Contracted Services	2,818,319	2,520,597	3,031,152
Operating Supplies & Equipm...	268,662	300,921	295,848
Capital Outlay	107,860	507,156	667,683
Debt Service			489
Total	3,194,841	3,328,674	3,995,172

FY 2023-2024 FOURTH QUARTER: TRANSPORTATION FUND

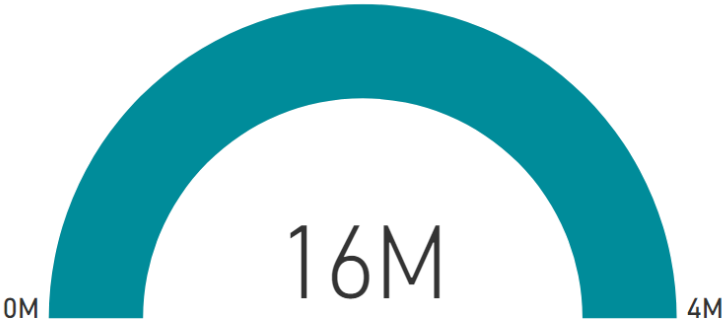
REVENUES

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☐ EXPENSES

☒ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	4,150,000	15,524,326	374%
Other	150,000	609,937	407%
Total	4,300,000	16,134,263	375%



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. Fourth 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.

Year 2022 2023 2024



Category	2022	2023	2024
Sales Tax	8,395,919	15,860,584	15,524,326
Other	1,157,645	232,679	609,937
Total	9,553,564	16,093,263	16,134,263

FY 2023-2024 FOURTH QUARTER: TRANSPORTATION FUND

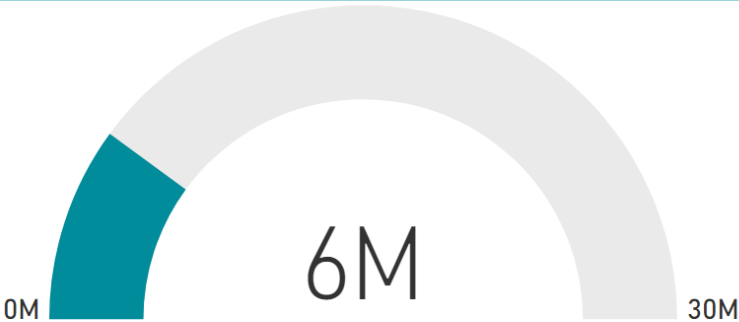
EXPENSES

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EXPENSES

REVENUES

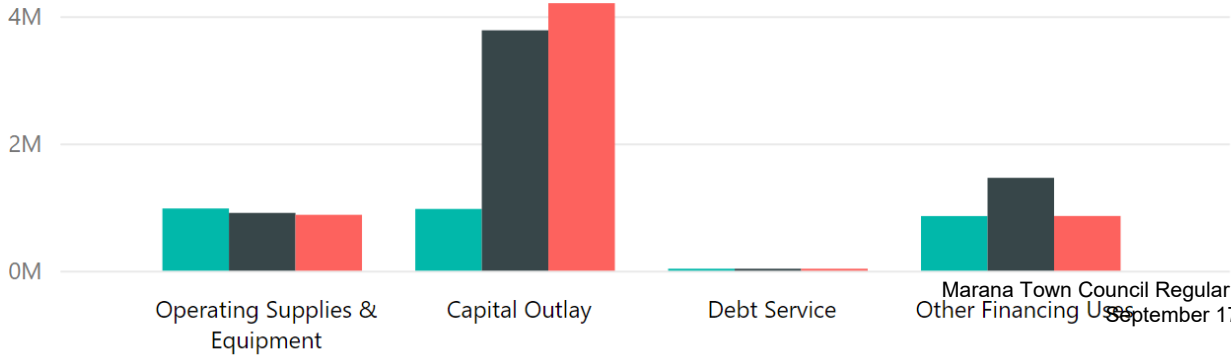
Category	FY 2024 Budget	Actual	% Budget
Operating Supplies & Equipment	650,000	878,166	135%
Capital Outlay	26,831,326	4,204,427	16%
Debt Service	10,000	16,999	170%
Other Financing Uses	2,163,007	859,765	40%
Total	29,654,333	5,959,356	20%



Transportation Fund Relevant Information

Transportation Fund expenses are overall below budgeted levels through the fourth quarter of FY2024. Operating Supplies & Equipment is associated with ongoing developer reimbursements paid on a semi-annual basis, which were higher than anticipated but in line with higher construction activity. 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 and also due to funding that was designated as restricted during the course of the year.

Year 2022 2023 2024



Category	2022	2023	2024
Operating Supplies & Equipm...	977,459	907,990	878,166
Capital Outlay	970,294	3,778,161	4,204,427
Debt Service	17,645	17,323	16,999
Other Financing Uses	858,375	1,459,224	859,765
Total	2,823,774	6,162,698	5,959,356

FY 2023-2024 FOURTH QUARTER: BED TAX FUND

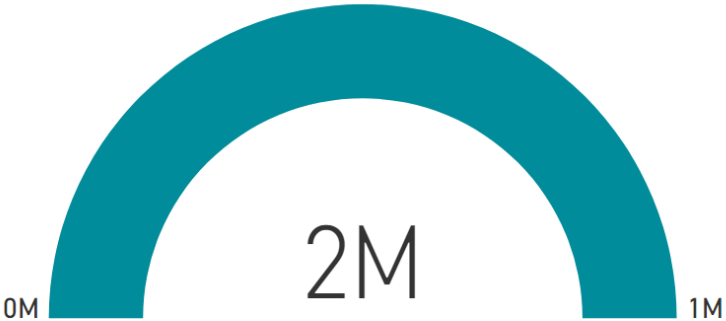
REVENUES

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☐ EXPENSES

☒ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Sales Tax	1,450,000	1,732,071	119%
Total	1,450,000	1,732,071	119%



Bed Tax Fund Relevant Information

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

Year 2022 2023 2024



Category	2022	2023	2024
Sales Tax	1,901,388	1,913,104	1,732,071
Total	1,901,388	1,913,104	1,732,071

FY 2023-2024 FOURTH QUARTER: BED TAX FUND

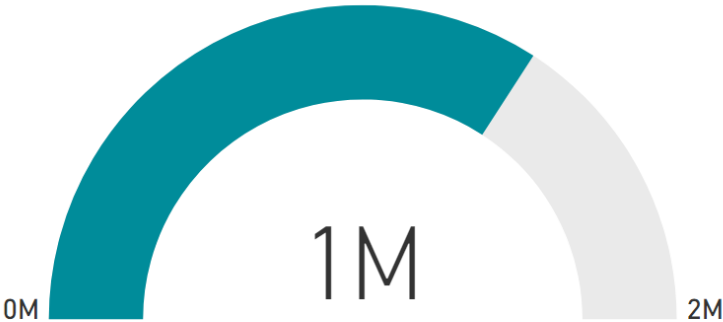
EXPENSES

Select Revenue or Expense

EXPENSES

REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	161,953	157,214	97%
Contracted Services	1,079,056	996,597	92%
Operating Supplies & Equipment	178,403	177,962	100%
Other Financing Uses	530,588		
Total	1,950,000	1,331,773	68%



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund spending is as expected through the fourth 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.

Year ● 2022 ● 2023 ● 2024



Category	2022	2023	2024
Personnel & Benefits	119,541	78,797	157,214
Contracted Services	803,701	830,907	996,597
Operating Supplies & Equipment	198,835	361,725	177,962
Total	1,122,077	1,271,429	1,331,773

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

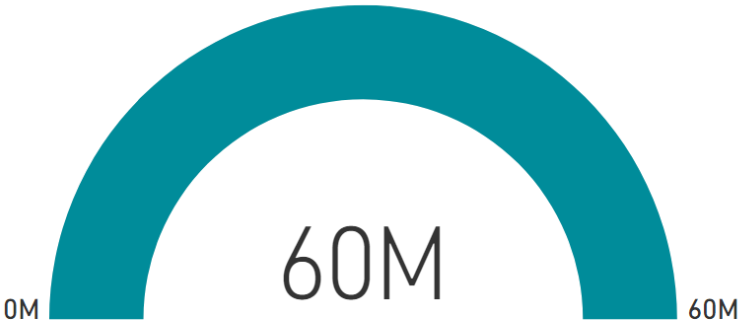
REVENUES

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☐ EXPENSES

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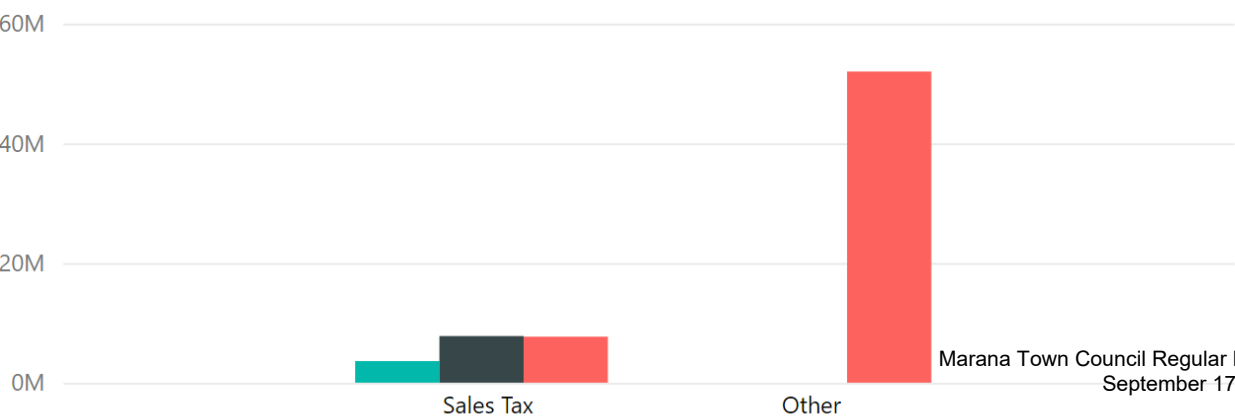
Category	FY 2024 Budget	Actual	% Budget
Sales Tax	6,561,367	7,686,260	117%
Other	53,000,000	51,996,953	98%
Total	59,561,367	59,683,212	100%



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 fourth 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 above \$600,000 per month. Other revenues are related to debt proceeds issued in February to pay for the construction of the facility.

Year 2022 2023 2024



Category	2022	2023	2024
Sales Tax	3,608,070	7,790,177	7,686,260
Other			51,996,953
Total	3,608,070	7,790,177	59,683,212

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

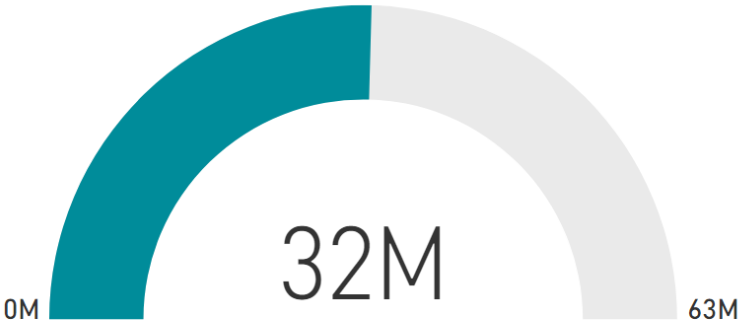
EXPENSES

Select Revenue or Expense

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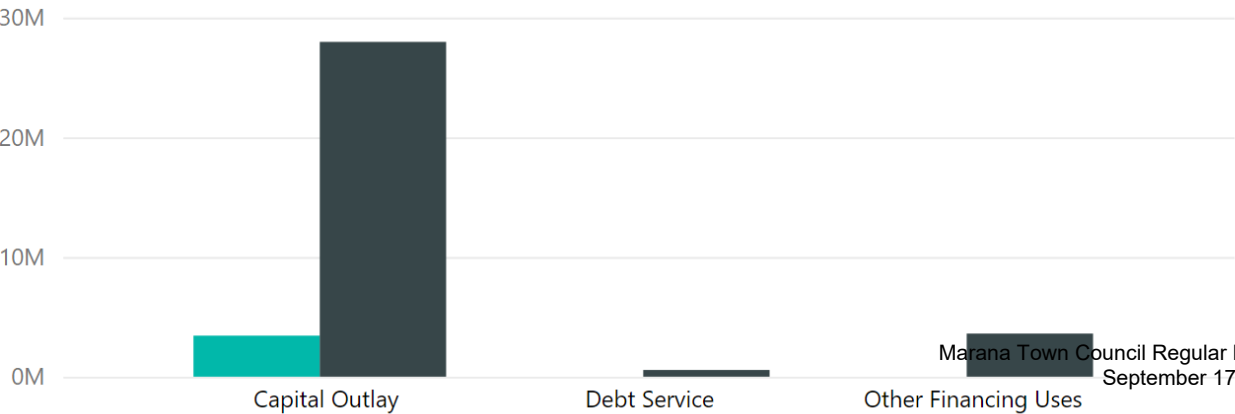
Category	FY 2024 Budget	Actual	% Budget
Capital Outlay	60,572,026	27,965,555	46%
Debt Service	2,500,000	559,984	22%
Other Financing Uses	98,671	3,600,905	3649%
Total	63,170,697	32,126,444	51%



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. Other Financing Uses is for principal and interest payments related to the facility's construction.

Year ● 2023 ● 2024



Category	2023	2024
Capital Outlay	3,427,974	27,965,555
Debt Service		559,984
Other Financing Uses		3,600,905
Total	3,427,974	32,126,444

FY 2023-2024 FOURTH QUARTER: WATER OPERATING FUND

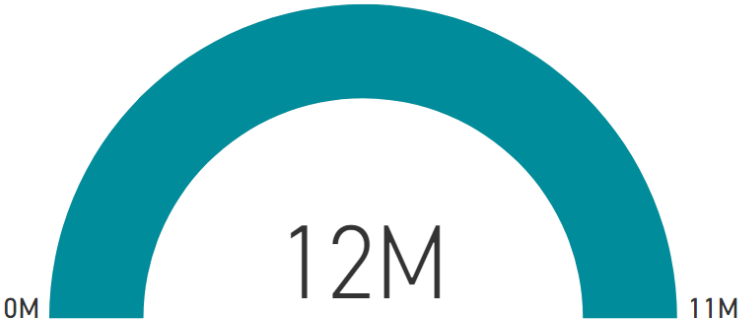
REVENUES

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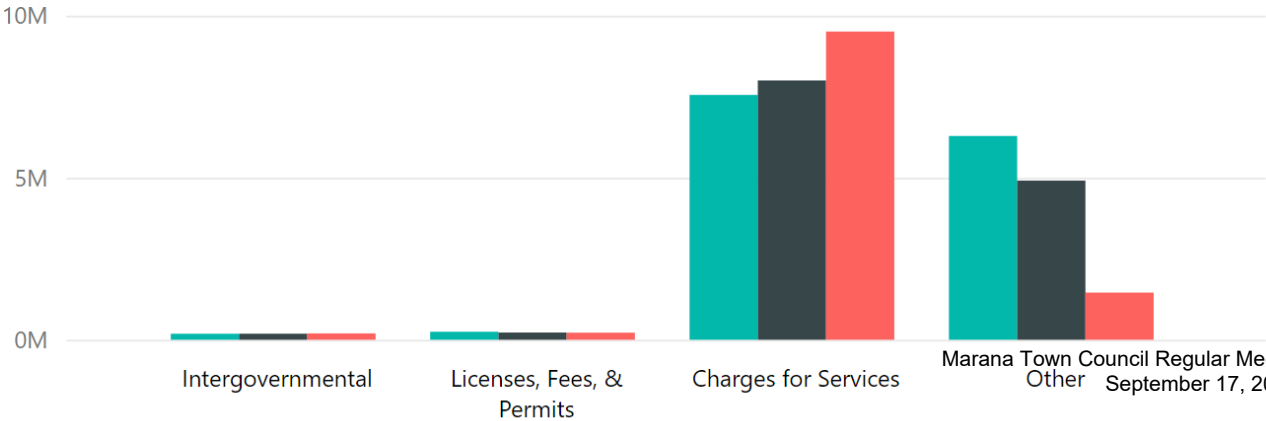
Category	FY 2024 Budget	Actual	% Budget
Intergovernmental	328,000	195,461	60%
Licenses, Fees, & Permits	130,000	217,993	168%
Charges for Services	8,622,500	9,603,840	111%
Other	1,606,419	1,491,361	93%
Total	10,686,919	11,508,655	108%



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 fourth quarter of FY2024 are above budget due to stronger than anticipated account growth. Other revenue is primarily comprised of planned interfund transfers used for debt service payments.

Year 2022 2023 2024



Category	2022	2023	2024
Intergovernmental	184,940	186,409	195,461
Licenses, Fees, & Permits	246,318	222,542	217,993
Charges for Services	7,615,282	8,072,385	9,603,840
Other	6,332,220	4,945,960	1,491,361
Total	14,378,759	13,427,295	11,508,655

FY 2023-2024 FOURTH QUARTER: WATER OPERATING FUND

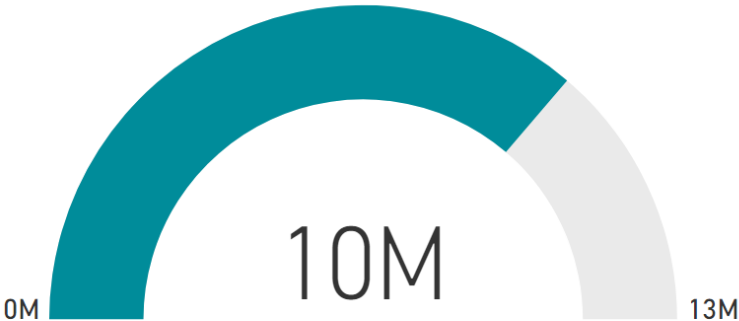
EXPENSES

Select Revenue or Expense

EXPENSES

REVENUES

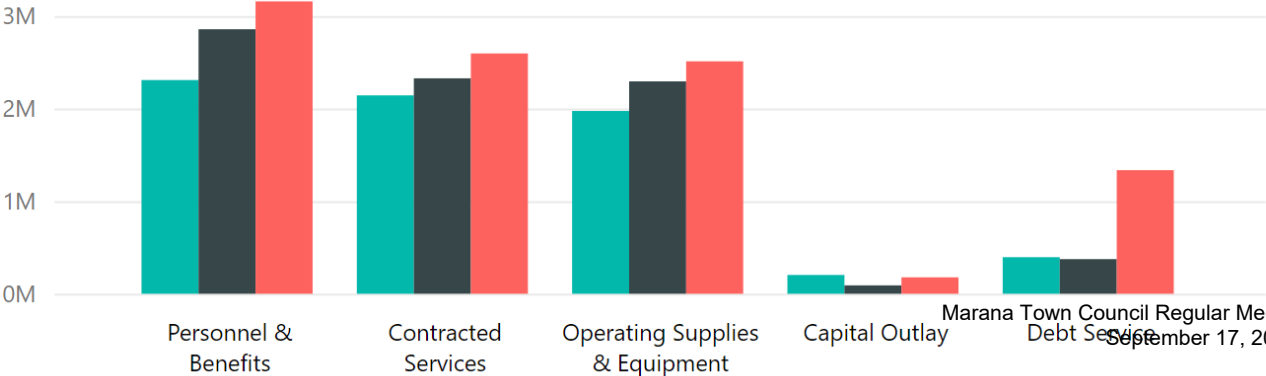
Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	3,544,061	3,157,539	89%
Contracted Services	2,628,534	2,594,687	99%
Operating Supplies & Equipment	2,457,813	2,509,158	102%
Capital Outlay	322,000	177,141	55%
Debt Service	1,372,213	1,334,640	97%
Other Financing Uses	3,153,585		
Total	13,478,206	9,773,165	73%



Water Fund Relevant Information

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

Year 2022 2023 2024



Category	2022	2023	2024
Personnel & Benefits	2,307,557	2,856,443	3,157,539
Contracted Services	2,142,332	2,325,932	2,594,687
Operating Supplies & Equipm...	1,973,884	2,293,390	2,509,158
Capital Outlay	202,916	90,339	177,141
Debt Service	394,784	373,785	1,334,640
Total	7,021,473	7,939,889	9,773,165

FY 2023-2024 FOURTH QUARTER: WATER RECLAMATION OPERATING FUND

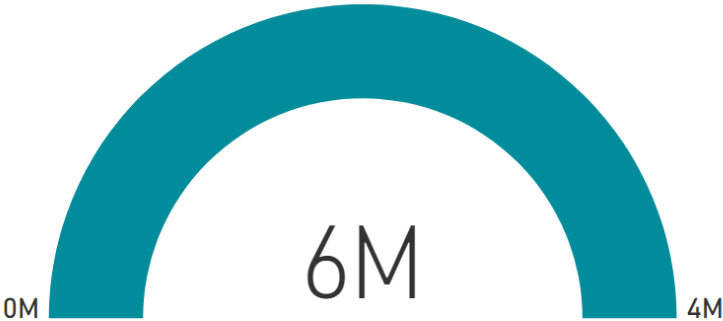
REVENUES

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Category	FY 2024 Budget	Actual	% Budget
Licenses, Fees, & Permits	130,000	80,876	62%
Charges for Services	3,070,105	3,398,303	111%
Other	847,020	2,218,406	262%
Total	4,047,125	5,697,585	141%



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 fourth quarter revenue collections exceed expectations due to higher than anticipated account growth. The majority of Other planned revenue is related to budgeted transfers between funds for debt service payments.

Year 2022 2023 2024



Category	2022	2023	2024
Licenses, Fees, & Permits	172,386	30,995	80,876
Charges for Services	2,666,732	2,961,592	3,398,303
Other	4,403,725	1,186,881	2,218,406
Total	7,242,843	4,179,468	5,697,585

FY 2023-2024 FOURTH QUARTER: WATER RECLAMATION OPERATING FUND

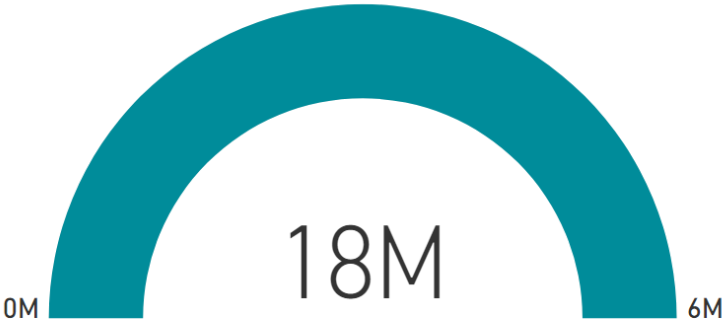
EXPENSES

Select Revenue or Expense

EXPENSES

REVENUES

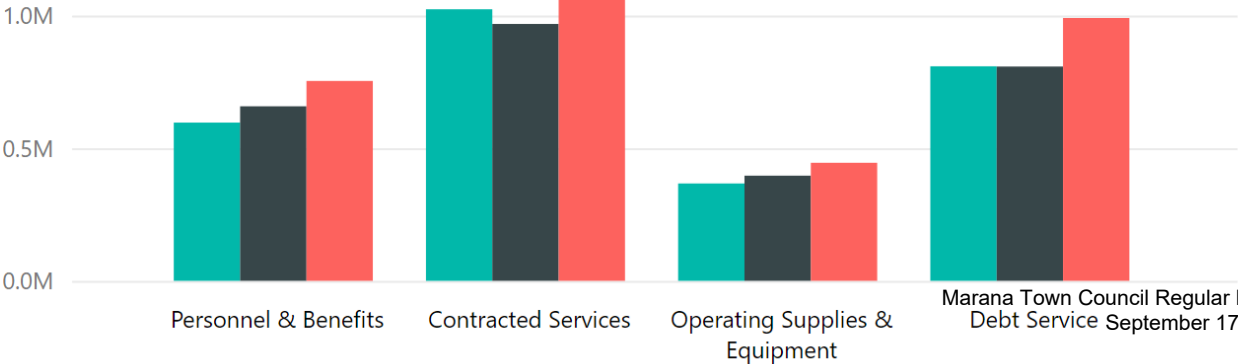
Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	780,944	753,579	96%
Contracted Services	1,380,075	1,108,630	80%
Operating Supplies & Equipment	438,012	445,049	102%
Capital Outlay	68,900	60,403	88%
Debt Service	866,981	990,980	114%
Other Financing Uses	2,143,675	14,185,150	662%
Total	5,678,587	17,543,790	309%



Water Reclamation Fund Relevant Information

Overall, fourth quarter expenses for the Water Reclamation Operating Fund are within or below expectations at this time of year, primarily due to lower than anticipated maintenance costs. 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 reported in governmental funds.

Year 2022 2023 2024



Category	2022	2023	2024
Personnel & Benefits	596,579	657,973	753,579
Contracted Services	1,023,782	968,393	1,108,630
Operating Supplies & Equipm...	367,059	395,925	445,049
Capital Outlay		229,991	60,403
Debt Service	808,838	807,910	990,980
Other Financing Uses	307,762	50,000	14,185,150
Total	3,104,020	3,110,193	17,543,790

FY 2023-2024 FOURTH QUARTER: AIRPORT OPERATING FUND

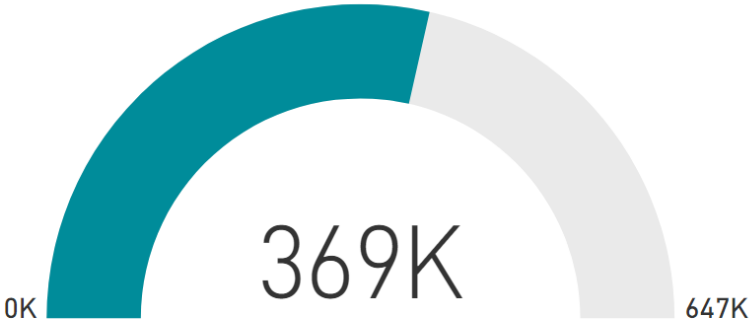
REVENUES

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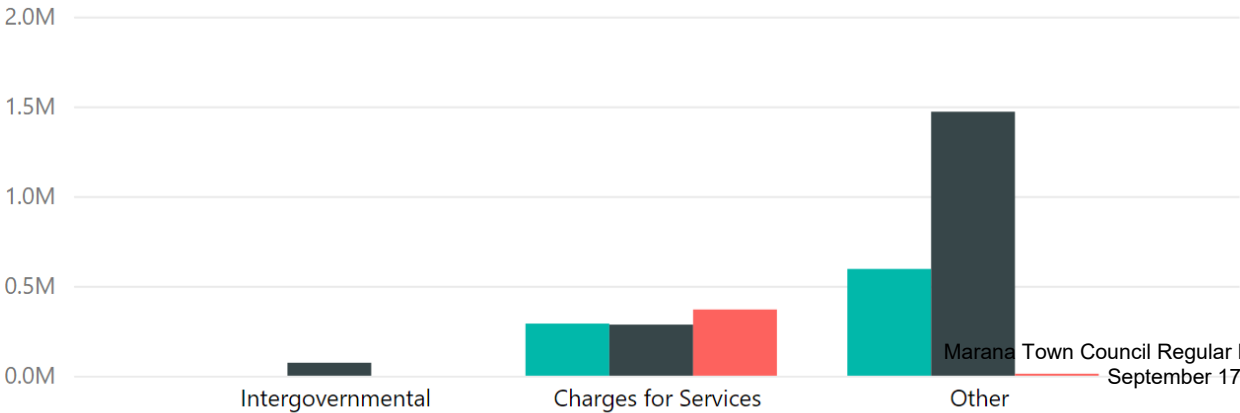
Category	FY 2024 Budget	Actual	% Budget
Licenses, Fees, & Permits	0	250	0%
Charges for Services	347,672	368,560	106%
Other	299,490	450	0%
Total	647,162	369,260	57%



Airport Fund Relevant Information

Overall, preliminary fourth 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.

Year 2022 2023 2024



Category	2022	2023	2024
Intergovernmental		72,000	
Licenses, Fees, & Permits		150	250
Charges for Services	290,100	284,470	368,560
Other	594,415	1,469,985	450
Total	884,515	1,826,605	369,260

FY 2023-2024 FOURTH QUARTER: AIRPORT OPERATING FUND

EXPENSES

Select Revenue or Expense

☒ EXPENSES

☐ REVENUES

Category	FY 2024 Budget	Actual	% Budget
Personnel & Benefits	324,362	301,610	93%
Contracted Services	254,950	195,032	76%
Operating Supplies & Equipment	67,850	58,042	86%
Total	647,162	554,684	86%



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are in line with expectations through the fourth quarter of FY2024. Contracted Services expenses in the area of general maintenance were less than anticipated. Costs related to CIP projects are captured in other funds.

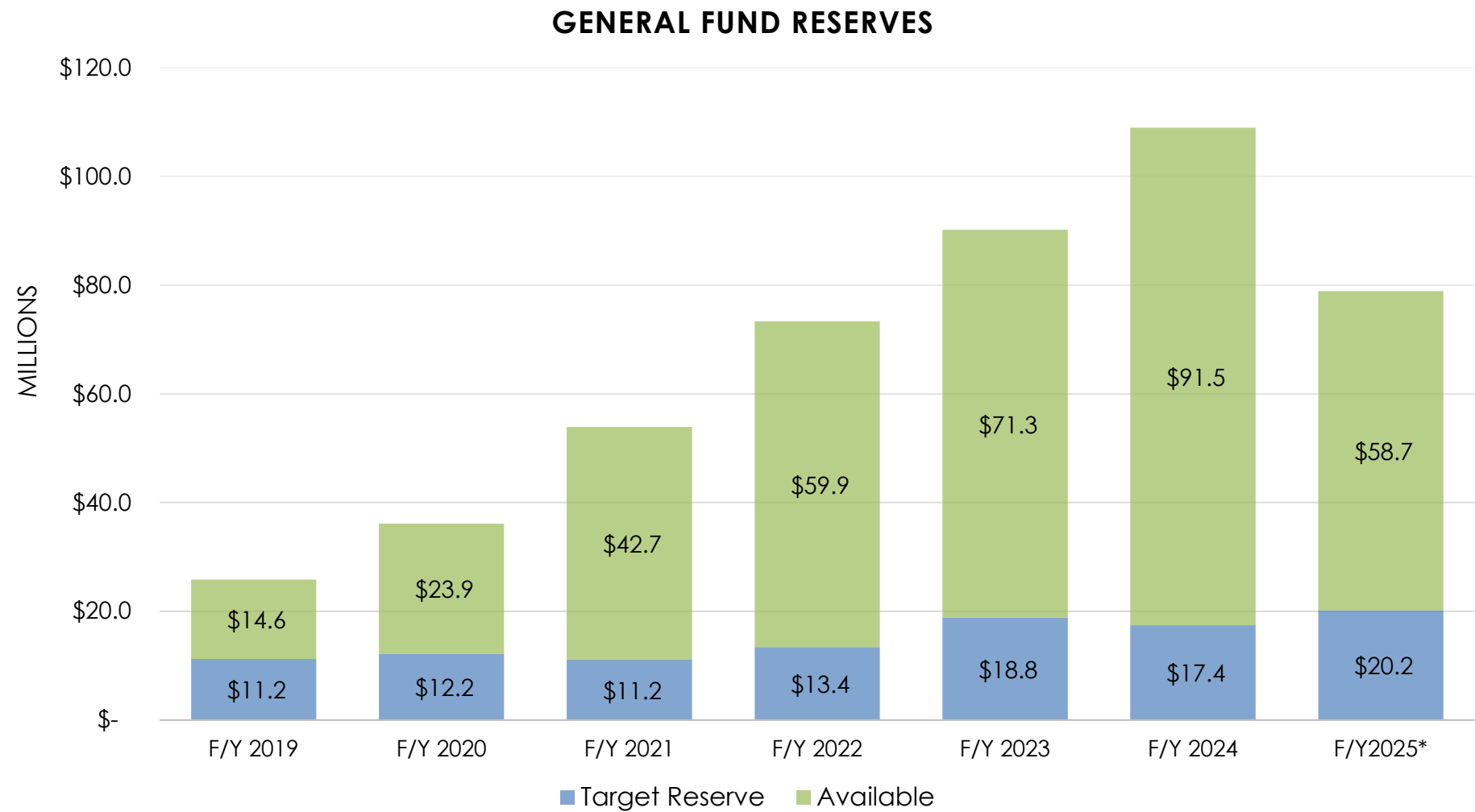
Year 2022 2023 2024



Category	2022	2023	2024
Personnel & Benefits	242,054	309,492	301,610
Contracted Services	161,645	162,240	195,032
Operating Supplies & Equipm...	56,486	55,301	58,042
Capital Outlay		17,790	
Total	460,186	544,822	554,684

GENERAL FUND AVAILABLE BALANCES

PRELIMINARY YEAR END
RESULTS FY24



Note: Balances presented exclude other assigned balances.
**Estimated ending balances based on projections*



Council-Regular Meeting

P2

Meeting Date: 09/17/2024

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: September 17, 2024

Strategic Plan Focus Area:

Thriving Commerce, Vibrant Community, Cherished Heritage, Proactive Public Services, Healthy Lifestyles

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

Discussion:

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

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

After adoption of Strategic Plan Five, Staff began the implementation process of the goals and strategies outlined in the plan and is tracking the plan's progress through the use of Envisio. The purpose of tonight's presentation is to report on the Town's progress for Quarter 4 of Fiscal Year 2024.

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

Staff Recommendation:

Presentation of Strategic Plan Five progress only.

Suggested Motion:

Presentation of Strategic Plan Five progress only.

Attachments

No file(s) attached.



Council-Regular Meeting

C1

Meeting Date: 09/17/2024

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: September 17, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Ordinance No. 2024.018: Relating to Offenses; amending Town Code Title 11 (Offenses), chapter 11-10 (Penalties); adding new section 11-10-4 (Violations of Section 11-5-4; Classification; Enforcement; Continuing Violations) to designate construction noise violations as civil infractions; and designating an effective date (Libby Shelton)

Discussion:

The Town works with residents and businesses to ensure voluntary compliance with Town Code. These efforts may include initial steps such as education regarding the code and possible consequences of failing to comply with Town Code. When residents or businesses do not voluntarily comply with Town Code, then the Town may opt for an enforcement action, such as a citing an offender for being in violation of Town Code.

Construction noise violations are outlined in Town Code section 11-5-4, which outlines hours that construction activities can occur dependent upon a construction site's proximity to a residential zone district. Town Code section 11-10-1 currently designates construction noise violations as Class 1 misdemeanors, which are punishable by up to six months in jail, three years probation, and a \$2,500 fine.

The proposed ordinance would designate construction noise violations as civil infractions, wherein each day any violation continues constitutes a separate offense. Civil Town Code violations are addressed in Chapter 5-7 (Civil Town Code Violations). Section 5-7-7 authorizes a civil sanction of a fine that shall "not exceed

\$1,000" and that, in addition to this civil sanction, the court shall order whatever action is reasonably necessary to correct and abate the violation. This abatement order remains in effect for one year, and the violator is informed that a failure to abate will result in additional fines and that the town may bring criminal charges for failure to obey the order to abate. Section 5-7-11 designates failure to obey an order to abate as a Class 1 misdemeanor. Additionally, this proposed change would authorize code enforcement officers to directly cite construction noise violations, since violations would now be a civil infractions.

This change to Town Code would ensure that construction noise violations are addressed similarly to other Town Code violations when voluntary compliance is unsuccessful. The proposed change would authorize construction noise violations to be civilly cited as an initial enforcement step, rather than being criminally cited.

Staff Recommendation:

Staff recommends approval of the ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2024.018, amending Marana Town Code Title 11 (Offenses), chapter 11-10 (Penalties); adding new section 11-10-4 (Violations of Section 11-5-4; Classification; Enforcement; Continuing Violations) to designate construction noise violations as civil infractions; and designating an effective date.

Attachments

Ordinance No. 2024.018

MARANA ORDINANCE NO. 2024.018

RELATING TO OFFENSES; AMENDING TOWN CODE TITLE 11 (OFFENSES), CHAPTER 11-10 (PENALTIES); ADDING NEW SECTION 11-10-4 (VIOLATIONS OF SECTION 11-5-4; CLASSIFICATION; ENFORCEMENT; CONTINUING VIOLATIONS) TO DESIGNATE CONSTRUCTION NOISE VIOLATIONS AS CIVIL INFRACTIONS; AND DESIGNATING AN EFFECTIVE DATE

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

SECTION 1. Marana Town Code Title 11 (Offenses) Chapter 11-10 (Penalties) is hereby amended to add new section 11-10-4 (Violations of section 11-5-4; classification; enforcement; continuing violations) as follows:

11-10-4 Violations of section 11-5-4; classification; enforcement; continuing violations

- A. Whenever in section 11-5-4 any act is prohibited or declared to be unlawful, or the doing of any act is required, or the failure to do any act is declared to be unlawful, the violation of that provision is a civil infraction.
- B. Violations of section 11-5-4 may be enforced in any manner provided for by town ordinances and state laws.
- C. Each day any violation continues shall constitute a separate offense.

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this
17th day of September, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C2

Meeting Date: 09/17/2024

To: Mayor and Council

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

Date: September 17, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2024.019: Relating to Special Events; amending Marana Town Code Title 10 (Health and Sanitation), Chapter 6 (Special Events); revising Section 10-6-4 (Permit required; non-transferable) to add language clarifying that compliance with all conditions set forth in an issued special event permit is required and revising Section 10-6-8 (Grounds for denial) to add language clarifying that failure to meet a condition set forth in a previously-issued special event permit constitutes grounds for denial; and designating an effective date (David L. Udall)

Discussion:

Chapter 10-6 of the Marana Town Code, as amended from time to time, is intended to provide fair and reasonable regulations governing the time, place and manner in which a special event in the Town may take place and to provide for the health, safety and welfare of the public. If adopted, this ordinance would amend Chapter 10-6 to add language making it clear that a person to whom a special event permit is issued must comply with all conditions of the permit at all times. It would further add language clarifying that failure to meet a condition in a previously-issued special event permit constitutes grounds for denial of the permit.

If adopted, these changes will take effect 31 days after adoption.

Staff Recommendation:

Staff recommends approval of Ordinance No. 2024.019.

Suggested Motion:

I move to adopt Ordinance No. 2024.019, amending Marana Town Code Title 10 (Health and Sanitation), Chapter 6 (Special Events); revising Section 10-6-4 (Permit required; non-transferable) to add language clarifying that compliance with all conditions set forth in an issued special event permit is required and revising Section 10-6-8 (Grounds for denial) to add language clarifying that failure to meet a condition set forth in a previously-issued special event permit constitutes grounds for denial; and designating an effective date.

Attachments

Ordinance No. 2024.019

MARANA ORDINANCE NO. 2024.019

RELATING TO SPECIAL EVENTS; AMENDING MARANA TOWN CODE TITLE 10 (HEALTH AND SANITATION), CHAPTER 6 (SPECIAL EVENTS); REVISING SECTION 10-6-4 (PERMIT REQUIRED; NON-TRANSFERABLE) TO ADD LANGUAGE CLARIFYING THAT COMPLIANCE WITH ALL CONDITIONS SET FORTH IN AN ISSUED SPECIAL EVENT PERMIT IS REQUIRED AND REVISING SECTION 10-6-8 (GROUNDS FOR DENIAL) TO ADD LANGUAGE CLARIFYING THAT FAILURE TO MEET A CONDITION SET FORTH IN A PREVIOUSLY-ISSUED SPECIAL EVENT PERMIT CONSTITUTES GROUNDS FOR DENIAL; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council is authorized by A.R.S. § 9-240 to define, abate and remove nuisances and to prevent, suppress and punish any riot, rout, affray, disorderly noise or disturbance in any public or private place within the Town; and

WHEREAS the Town Council adopted Marana Ordinance No. 2007.18, adding Chapter 10-6 to the Marana Town Code, as amended from time to time, to provide fair and reasonable regulations governing the time, place and manner in which a special event may take place, to provide for the health, safety and welfare of the public, and to assist the Town and its appropriate officers in enforcing the applicable provisions of A.R.S. Title 9 and Title 36; and

WHEREAS the Mayor and Council of the Town of Marana find that revising Chapter 10-6 of the Marana Town Code as set forth in this ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Marana Town Code Title 10 (Health and Sanitation), Chapter 10-6 (Special Events), Section 10-6-4 (Permit required; non-transferable) is hereby amended as follows (with additions shown with double underlining):

10-6-4 Permit required; non-transferable

A. In addition to any other permits, licenses, taxes or requirements imposed by the town, any person wishing to operate, maintain or conduct a special event within the town must first obtain a permit to do so. No permit shall be issued until

all conditions required pursuant to this chapter have been met and fulfilled. Any person issued a permit must comply with all conditions of the permit at all times. The maximum number of people permitted at any event will be based upon the nature of the event and the physical capacity of the site where the event will take place.

B. All special event permits issued pursuant to this chapter are non-transferable.

SECTION 2. Marana Town Code Title 10 (Health and Sanitation), Chapter 10-6 (Special Events), Section 10-6-8 (Grounds for denial) is hereby amended as follows (with additions shown with double underlining):

10-6-8 Grounds for denial

The permit clerk may deny a special event permit for any of the following reasons:

A. The applicant has violated this chapter or failed to meet the conditions imposed pursuant to this chapter, including without limitation, failure to comply with any condition(s) of a previously-issued special event permit and failure to provide requested additional information regarding the event or application within the time period set forth in this chapter.

[No revisions to paragraphs B through L.]

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA,
Arizona, this 17th day of September 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C3

Meeting Date: 09/17/2024

To: Mayor and Council

From: Callie LeRoy, Assistant Town Attorney

Date: September 17, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-084: Relating to Administration; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pinal County regarding town employee participation in the Pinal County "Safety Rodeo" (Callie LeRoy)

Discussion:

The Town of Marana wishes to enter into an updated intergovernmental agreement with Pinal County in order to allow Public Works staff to participate in safety training for the operation of equipment as part of the Pinal County Annual Safety Rodeo. The Town signed an intergovernmental agreement for the event in 2012. Pinal County is requiring all participating agencies to enter new intergovernmental agreements before participation in subsequent Safety Rodeos. A flyer explaining the Safety Rodeo is included within the Council materials for the Council's further information.

Financial Impact:

The Town will be responsible for paying registration fees for participating employees. The 2024 Safety Rodeo registration fee is \$40.00 per person. Approximately ten Public Works employees are expected to attend the 2024 event.

Staff Recommendation:

Staff recommends approval of the IGA with Pinal County.

Suggested Motion:

I move to adopt Resolution No. 2024-084 approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pinal County regarding town employee participation in the Pinal County "Safety Rodeo."

Attachments

Resolution No. 2024-084

Exhibit A - Intergovernmental Agreement

Event Flyer

MARANA RESOLUTION NO. 2024-084

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PINAL COUNTY REGARDING TOWN EMPLOYEE PARTICIPATION IN THE PINAL COUNTY “SAFETY ROADEO”

WHEREAS Pinal County conducts an annual “Safety Rodeo” to encourage the safe operation of equipment by its employees; and

WHEREAS the Town desires for its employees to participate in the “Safety Rodeo”; and

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

WHEREAS the Town Council finds that approving an intergovernmental agreement between the Town and Pinal County is in the best interests of the Town and its citizens.

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

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

SECTION 2. The Town’s Manager and staff are hereby directed and authorized to undertake all other 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 17th day of September 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

**INTERGOVERNMENTAL AGENCY AGREEMENT (IGA)
FOR
PARTICIPATION IN PINAL COUNTY'S ANNUAL SAFETY ROADEO**

This Intergovernmental Agreement (this “**Agreement**” or “**IGA**”) is entered into by and between Pinal County, a political subdivision of the State of Arizona (“**PINAL**”), and the Town of Marana, an Arizona municipal corporation, (the “**PARTICIPATING AGENCY**”). PINAL and the PARTICIPATING AGENCY are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, PINAL conducts an annual “Safety Rodeo” event with the purpose of promoting the safe operation of heavy equipment and machinery by PINAL employees through various fun and challenging tests designed to evaluate an operator’s skills and knowledge; and,

WHEREAS, PINAL may have the capacity to accommodate additional participants in the Safety Rodeo and may allow qualified employees from other agencies within the State of Arizona to participate in the Safety Rodeo; and,

WHEREAS, the PARTICIPATING AGENCY has a desire for its employee(s) to participate in the Safety Rodeo when availability permits; and,

WHEREAS, pursuant to A.R.S. § 11-951 et seq., the Parties are authorized to enter into agreements for purposes contemplated herein.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose of IGA.** Through this IGA, the Parties intend to create a mechanism for employees of the PARTICIPATING AGENCY to participate in PINAL’s annual Safety Rodeo and to establish the Parties’ rights and responsibilities in relation thereto.
2. **Qualifications of Participating Employees.** The PARTICIPATING AGENCY shall permit only qualified employees to attend and participate in the Safety Rodeo. In order to qualify, the employee must:
 - a. Have a valid Arizona Driver’s License AND all permits, licenses and/or training necessary to operate the equipment or machinery the employee will operate during the Safety Rodeo. and,
 - b. Complete and sign the annual registration form provided by PINAL including verification by the employee’s supervisor that the employee has met and is current with all training and licensing requirements for operating the equipment or machinery the employee will operate at the Safety Rodeo.
3. **Denial or Disqualification of Participation.** PINAL may, in its sole discretion, deny participation or disqualify any PARTICIPATING AGENCY employee who PINAL determines is not in compliance with all applicable training and/or licensing requirements; who fails to maintain compliance with all state and federal laws governing the operation of such equipment or machinery;

or who fails to act in a safe and a professional manner as determined by PINAL in its sole discretion.

4. Indemnification.

- a. To the maximum extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party, its officers, officials, agents, employees or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter individually referred to as a “Claim” or collectively as “Claims”) arising out of or relating to actions taken in performance of this Agreement to the extent that such Claim or Claims is/are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this paragraph, the Parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to subsection (b) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.
- b. In the event that a Claim, arising from or relating to the activities provided for in this IGA, is made against any Party for acts or omissions of any of its departments, agents, officers, officials, employees, or volunteers, it is the intent of the Parties to cooperate fully in the defense of said Claim and to cause their insurers to do likewise, to the extent practicable.
- c. The obligations under this paragraph 4 (Indemnification) shall survive termination or cancellation of this Agreement.

5. The Manner of Financing the Joint or Cooperative Undertaking and of Establishing and Maintaining a Budget for the Undertaking. The PARTICIPATING AGENCY shall pay PINAL for The PARTICIPATING AGENCY employees’ participation in the Safety Rodeo each year. The cost for participating may vary and is set forth on the annual registration form. Registration forms must be submitted and payment must be made prior to the date of the event in order for the PARTICIPATING AGENCY’s employees to participate. Each Party shall be responsible for maintaining its own budget for the activities contemplated by this Agreement.

6. Insurance. Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its officials’ operations, duties and activities, including the activities provided in this Agreement, and that it will maintain such coverage for the duration of this Agreement.

7. Workers’ Compensation. To the extent applicable by law, each Party shall comply with the notice requirements of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker’s Compensation benefits or other fringe benefits of said employees.

8. Duration and Termination. This Agreement shall be effective as of the signature date of the last Party to sign this Agreement and shall remain in effect unless and until terminated. Either Party may terminate this Agreement upon thirty (30) days’ written notice to the other Party.

9. **Property Disposition.** The Parties do not anticipate the joint acquisition of property attributable to the exercise of each Party's duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing Party no more than thirty (30) calendar days from the effective date of partial or complete termination of this IGA.
10. **Notices.** Unless otherwise specified herein, all notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery, or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested. Notice shall be sent to the following:

If to Town of Marana:

Town of Marana Public Works
5100 West Ina Road
Marana, AZ 85743

If to Pinal County:

Pinal county Development Services/Public Works
P.O. Box 749
Florence, AZ 85132

11. **Compliance with Laws and Policies.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
12. **Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
13. **Non-Discrimination and Compliance with Civil Rights.** In the performance of this Agreement, the Parties agree to comply with all existing federal, state, and local laws, rules, policies, and executive orders relating to equal opportunity and nondiscrimination and nondiscriminatory use of federal and state funds, including flow down of all provisions and requirements to any subcontractors, to prohibit discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin (including limited English proficiency), ancestry, age, disability, military service or veteran status, or marital status, specifically including, but not limited to, applicable provisions of: A.R.S. Title 41, Chapter 9 (Civil Rights); State Executive Orders: 75-5, 2003-22, 2009-09, and 2023-01; Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and implementing regulations at 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and implementing regulations at 31 CFR part 28; the Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C.

6101 et seq., and implementing regulations at 31 CFR part 23; and the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

14. **E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either party under the terms of this Agreement.
15. **No Joint Venture.** Except as may be required by law, it is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
17. **Cancellation.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
18. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Agreement on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
19. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variant of the terms and conditions of this Agreement shall be valid unless made in writing and signed by both Parties.
20. **Parol Evidence.** This Agreement 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 Agreement.

21. **Fair Meaning.** This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
22. **Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, any claim or action resulting from such dispute shall be brought in the Pinal County Superior Court in Florence, Arizona. Notwithstanding the foregoing, pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be decided by an arbitrator or arbitrators if the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted by the Pinal County Superior Court under A.R.S. § 12-133.
23. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
24. **Relationship of the Parties.** Except as may otherwise be required by law, each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
25. **Non-Assignment.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
26. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
27. **Uncontrollable Events.** No Party shall be considered to 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 shall exercise due diligence to remove such inability with all reasonable dispatch.

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

FOR PINAL COUNTY:

By: _____
Chair
Pinal County Board of Supervisors

Date

ATTEST:

By: _____
Clerk of the Board

FOR TOWN OF MARANA:

By: _____
Mayor
Town of Marana

Date

ATTEST:

By: _____
Town Clerk

LEGAL REVIEW

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority of each Party.

PINAL COUNTY:

By: _____

Print Name
Deputy Pinal County Attorney

TOWN OF MARANA:

By: _____

Print Name
Town Attorney



Schedule of Events:

- > 6:00am-7:00am
Check-in and Breakfast
- > 7:00am
Heavy Equipment Competitors Meeting
- > 7:15am
Judges Meeting
- > 7:30am
All competitions & activities begin
- > 12:00pm
All Event lines close
- > 12:30pm
Competition Events close
- > 12:30pm
Lunch & Awards Banquet

31st Annual Safety Rodeo

Thursday, October 17th, 2024

Since 1991, Pinal County has hosted their Annual Safety Rodeo to promote the importance of "Safety First" in the workplace.

The event brings together city and county employees from around the state for a chance to demonstrate their skills in competitions for the "Top Gun", "Top Foreman" (Pinal County Employees Only) & "Top Visiting Agency" Awards. The competitions are designed for contestants to not only demonstrate their skills in several different competitions that simulate on-the-job situations, but to also showcase their knowledge of safety procedures.

The 30th Annual Safety Rodeo was on December 14th, 2023, at 512 S Eleven Mile Corner Road in Casa Grande, AZ:



**2023 Top Gun
Winner:**

**Mario Rodriguez
from Pinal County**



**2023 Top
Visiting
Agency:
Yavapai County**



All participants must pre-register.
No registrations will be accepted after September 16, 2024

Heavy Equipment Competitions

- Loader
- Grader
- End Dump
- Backhoe

These competitions are designed to simulate actual operating conditions.



Three (3) Heavy Equipment competitions must be completed to be entered to win the "Top Gun" and "Top Foreman" Awards.

Heavy Equipment Competitions close at 12:00pm, and the judges will not be accepting any Heavy Equipment competitors after that time.

General Competitions

(Competitions are subject to change)

- Vehicle Backing
- Pallet Jack
- Hand Truck
- Sign Installation
- Egg Drop (Backhoe)



The "Sign Installation" competition is an event to demonstrate how to install a sign properly using the correct equipment. This event is designed with those in mind whose job functions include sign installation. Feel free to bring your own equipment to participate.



Safety Demonstrations and Informational Booths will be on-site for all Rodeo attendees



TOP GUN BELT BUCKLE AWARD



To qualify for "Top Gun Award" You MUST register and complete a minimum of three (3) competitions.

Individual prizes are awarded to those who have the highest score in each Heavy Equipment competition.



All participants who check in will automatically be entered in for the DOOR PRIZE drawings!

Registration form must be filled out on Google Forms by 11:59:59 PM September 16, 2024.

Please email pinalcountysafetyrodeo.sharedmailbox@pinal.gov if you have any questions.

**Mail To Address:
Pinal County Development Services - Public Works
PO Box 749**



Council-Regular Meeting

C4

Meeting Date: 09/17/2024

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: September 17, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Procurement; approving a change order to the contract with Psomas, Inc. in the amount of \$121,910.75 for the Tangerine Road Widening Phase 2A Project (ST098); 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 the amounts set forth in section 3-4-8(A)(3) of the town code.

The budget for fiscal year 2024-2025 was adopted on June 18, 2024 and included the Town's 5 year CIP program. The Tangerine Road Widening Phase 2A, Project No. ST098 ("Tangerine 2A") was properly included within the Town of Marana's FY2025 Capital Improvement Plan.

Effective January 31, 2022, the Town entered into a professional services agreement with Psomas, Inc. ("Consultant") for the design of Tangerine 2A in the amount of \$3,500,548 ("Agreement"). The total budget amount for Tangerine Rd Widening Phase 2A project is \$50,144,032.00.

Archaeological discoveries were made on the site which triggered the following three amendments:

1. Effective February 8, 2024, the Town executed an amendment to the Agreement adding Phase II data recovery to the scope of work and increasing the Consultant's fee in the amount of \$349,695.00 to account for the added work.
2. Effective June 6, 2024, the Town executed an amendment to the Agreement adding Phase II data recovery to the scope of work and increasing the Consultant's fee in the amount of \$381,786.75 to account for the added work.
3. Effective August 8, 2024, the Town executed an amendment to the Agreement adding Phase II data recovery to the scope of work and increasing the Consultant's fee in the amount of \$282,242.50 to account for the added work.

As a result of the Phase II cultural resources investigations for Tangerine Road, a change order for the cultural on-site monitoring of roadway construction will be required in the amount of \$121,910.75 to protect archaeological resources during construction.

Financial Impact:

Fiscal Year: 2025

Budgeted Y/N: Yes

Amount: 121,910.75

This change order will be funded with Northeast Impact Fees, GL Account # 36643000-8025-ST098.

Staff Recommendation:

Staff recommends approval of the change order to the Psomas Inc. Professional Service Agreement for the Tangerine Rd Widening Phase 2A, ST098 project in the amount of \$121,910.75.

Suggested Motion:

I move to approve the change order to the contract with Psomas, Inc. in the amount of \$121,910.75 for the Tangerine Road Widening Phase 2A Project (ST098); to authorize the transfer of appropriations if necessary for the change order; and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change order.

Attachments

Proposal

PSOMAS

July 25, 2024

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



Engineering Department

- ☒ No Exception Taken
- ☐ Make Corrections Noted
- ☐ Revise and Resubmit
- ☐ Rejected

By: T. Houle Date: 07/25/24
Project Mgr

**Re: ST098 - Tangerine Road Ph. 2, I-10 to Dove Mountain Blvd – Final Design
Cultural Resources Monitoring
Psomas Job 7TMA210214**

Dear Tom:

As a result of the Phase II cultural resources investigation for Tangerine Road, historic artifacts and resources were found in locations that overlap with the planned Tangerine Road construction. The Town of Marana has requested that Westland Resources conduct on-site monitoring in the areas shown on the attached exhibit from Westland.

Scope of Work:

Psomas will provide contract setup, coordination of insurance certificates and subconsultant agreement, and monthly invoicing/progress reports for the monitoring. Westland will provide the on-site monitoring services per their attached scope of work.

Please see attached scope of work from Westland Resources and proposed fee for the Phase II data recovery, with proposed not to exceed authorization of **\$121,910.75** to perform this work. Per your direction, it is anticipated that a new purchase order (PO) will be issued for this work and it will be invoiced independently from other project efforts for Tangerine Phase 2A.

If you have any questions concerning this proposal, please do not hesitate to call me at (520) 822-4581. We appreciate the opportunity to continue to provide services to the Town of Marana.

Respectfully Submitted,

Psomas

A handwritten signature in black ink, appearing to read "Sean Samsel".

Sean Samsel, P.E.
Principal | Arizona Regional Manager
ssamsel@psomas.com

Attachments: Westland Resources Scope of Work and Fee Proposal
Exhibit of Monitoring Area

**ST098
Tangerine Rd Phase 2
Cultural Monitoring
PSOMAS**

ESTIMATED DIRECT LABOR (Psomas)

<u>Classification</u>	<u>Estimated Man-hours</u>	<u>Burdened Labor Rate</u>	<u>Burdened Labor Costs</u>
Project Principal	0	\$279.00	\$ -
Sr. Project Manager	6	\$235.00	\$ 1,410.00
Sr. Engineer	0	\$192.00	\$ -
Project Engineer	0	\$146.00	\$ -
Designer	0	\$116.00	\$ -
GIS Sr. Consultant	0	\$260.00	\$ -
Survey Manager	0	\$167.00	\$ -
Project Surveyor	0	\$151.00	\$ -
2-Man Survey Crew	0	\$169.00	\$ -
Administration	2	\$98.00	\$ 196.00
Party Chief	0	\$100.00	\$ -
Survey Tech	0	\$96.00	\$ -
Total	8		
Total Estimated Labor (Psomas)			\$ 1,606.00

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

<u>Item</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total</u>
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Direct Expenses TOTAL			\$ -

<u>Subconsultant</u>	<u>Total</u>
Westland Resources	\$ 120,304.75
	\$ -
Sub-Consultant TOTAL	\$ 120,304.75

TOTAL ESTIMATED LABOR (Psomas)	\$ 1,606.00
TOTAL ESTIMATED DIRECT COSTS (Psomas)	\$ -
TOTAL ESTIMATED OUTSIDE SERVICES (not to exceed)	\$ 120,304.75
SUBTOTAL	\$ 121,910.75
TOTAL ESTIMATED COST	\$ 121,910.75

ADDITIONAL SERVICES (To be authorized by Town on an as-needed basis)	\$ -
CONTRACT TOTAL	\$ 121,910.75

Rev 7/25/24



Engineering &
Environmental
Services

4001 E. Paradise Falls Drive
Tucson, AZ 85712
520-206-9585

July 18, 2024

Mr. Sean Samsel
PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705

Sent electronically to: ssamsel@psomas.com

**RE: CULTURAL RESOURCES MONITORING IN SUPPORT OF TANGERINE ROAD CORRIDOR PROJECT
(INTERSTATE 10 TO DOVE MOUNTAIN BOULEVARD/TWIN PEAKS ROAD), PIMA COUNTY, ARIZONA
WESTLAND PROPOSAL NO. P12204 (PSOMAS Project No. 7TMA210214) (REVISED)**

Dear Mr. Samsel:

WestLand Engineering & Environmental Services (WestLand) appreciates the opportunity to provide this revised proposal for cultural resources construction monitoring in support of the Tangerine Road Corridor Project in the Town of Marana, Pima County Arizona.

WestLand is continuing Phase II data recovery investigations at AZ AA:12:422(ASM). To date, WestLand has completed the sampling strategy detailed in the accepted phased data recovery plan including the excavation of up to five structures and a 10 percent sample of all pits identified. The accepted phased data recovery plan also detailed that WestLand would fully recover any mortuary features identified and the surrounding area will be stripped to ensure no human remains, funerary objects, sacred ceremonial objects, or objects of tribal patrimony are encountered.

WestLand is continuing to coordinate with the affiliated tribal communities, PSOMAS, and the Town of Marana on the human remains recovery work at the site. To date, Westland has recovered 74 instances of human remains including primary and secondary cremations as well as several inhumations. This final task in the data recovery project has led excavation work towards the shoulder and the existing Tangerine Road right-of-way. During the week of July 8, 2024, the Town of Marana in coordination with Borderland Construction installed temporary barricades along Tangerine Road to allow WestLand to conduct archaeological stripping along the shoulder of Tangerine Road.

Given the nature of the finds at AA:12:422(ASM), the Town of Marana has requested an archaeological monitor to be present during any ground disturbing construction activities within or adjacent to AA:12:422(ASM). AA:12:422(ASM) is currently located between Project Stations 505+00 to 512+00. A WestLand archaeologist will be present during any ground disturbing construction activity within the boundary of AA:12:422(ASM) and within 100 feet of the archaeological site between Project Stations 504+50 to 512+50.

The project will include the following tasks:

Task 1. Pre-fieldwork Preparation

WestLand will update our existing project specific permit with the Arizona State Museum (ASM) and notify affiliated tribal communities and the ASM repatriation Office on the monitoring work to support this project as required by our existing Burial Discovery Agreement.

Task 2. Construction Monitoring

WestLand will schedule one of our Field Directors out of WestLand's Tucson Office to conduct construction monitoring up to 480 hours (12 weeks working 8-hour days including travel to and from the project area).

Task 3. Human Remains Recovery

In the event that human remains are identified during construction monitoring, WestLand will make the appropriate notifications to the affiliated tribal communities and the ASM repatriation Office. WestLand will schedule two archaeologists to perform the recovery work. At the conclusion of recovery, WestLand's osteologist will examine the remains and produce a Report of Remains which will be submitted to the ASM Repatriation Office for review. WestLand will also coordinate on the repatriation of the remains to the affiliated tribal communities.

Task 4. Report

At the conclusion of monitoring work, WestLand will produce a report chapter summarizing the results of the construction monitoring. This chapter will be incorporated into the overall Data Recovery report for the project.

Task 5. Project Management

WestLand will coordinate with PSOMAS and the Town of Marana on the construction schedule, provide weekly updates during monitoring, and coordinate with the ASM Repatriation Office and affiliated tribal communities on human remains encounters, if found.

COST SUMMARY

WestLand can provide the services listed above on a time and materials basis, in accordance with WestLand's 2024 billing rates (attached) for an estimated not-to-exceed fee of **\$120,304.75 (Table 1)**. The contract price will not be exceeded without written permission from PSOMAS.

Table 1. Cost Summary

Task	Rate	Hours	Total
Task 1. Prefieldwork Preparations			
Field Director III	\$ 133	1	\$ 133.00
Senior Field Technician I	\$ 72	2	\$ 144.00
Project Manager II	\$ 206	2.5	\$ 515.00
Geospatial Analyst III	\$ 133	3	\$ 399.00
Task 1 Total			\$ 1,191.00

Task	Rate	Hours	Total
Task 2. Construction Monitoring			
Field Director III	\$ 133	480	\$ 63,840.00
Geospatial Analyst III	\$ 133	6	\$ 798.00
Vehicle and Equipment Coordinator	\$ 133	12	\$ 1,596.00
Task 2 Labor Total			\$ 66,234.00
Phone for Photographs and GIS data collection	\$28.75/day	60	\$ 1,725.00
GPS antenna device	\$46/day	60	\$ 2,760.00
Fleet Vehicle	\$115/day	60	\$ 6,900.00
Fuel	\$0.38/mile	600	\$ 228.00
Task 2 Expense Total			\$ 11,613.00
Task 2 Total			\$ 77,847.00
Task 3. Human Remains Recovery			
Field Director III	\$ 133	40	\$ 5,320.00
Senior Field Technician I	\$ 72	40	\$ 2,880.00
Project Manager II	\$ 206	11	\$ 2,266.00
Senior Principal Consultant (Osteologist)	\$ 278	40	\$ 11,120.00
Technical Editor II	\$ 133	16	\$ 2,128.00
Geospatial Analyst III	\$ 133	2	\$ 266.00
Task 3 Labor Total			\$ 23,980.00
Phone for Photographs and GIS data collection	\$28.75/day	5	\$ 143.75
GPS antenna device	\$46/day	5	\$ 230.00
Fleet Vehicle	\$115/day	5	\$ 575.00
Fuel	\$0.38/mile	100	\$ 38.00
Task 3 Expense Total			\$ 986.75
Task 3 Total			\$ 24,966.75
Task 4. Reporting			
Field Director III	\$ 133	40	\$ 5,320.00
Senior Principal Consultant	\$ 278	2	\$ 556.00
Project Manager II	\$ 206	1	\$ 206.00
Technical Editor II	\$ 133	16	\$ 2,128.00
Geospatial Analyst III	\$ 133	8	\$ 1,064.00
Task 4 Total			\$ 9,274.00
Task 5. Project Management			
Project Manager II	\$ 206	14	\$ 2,884.00
Safety Coordinator	\$ 190	12	\$ 2,280.00
Project Controller I	\$ 133	14	\$ 1,862.00
Task 5 Total			\$ 7,026.00
PROJECT TOTAL			\$ 120,304.75

The cost estimate is based on the following assumptions:

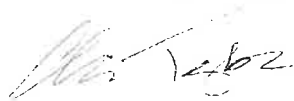
- Construction monitoring up to 12 weeks for one Field Director out of the Tucson Office working five, 8-hour days a week including travel to and from the Tucson Office. A total of 480 hours is included in this estimate.
- Up to five human burials will be encountered. A fee of \$3,500 will be assessed for the excavation, analysis, reporting, and repatriation in the unlikely event that additional ancestral burials are encountered.

- For each human remains encounter, it is assumed that the recovery of each instance will take no more than 8-hours by two WestLand archaeologists out of the Tucson Office including travel to and from the project area.
- The results of construction monitoring will be incorporated into the overall Data Recovery report and no separate report will be produced.

If you find the scope of services and costs herein acceptable, it is our understanding that the Town of Marana will issue a new purchase order under a new project number 7TMA210214.

Should you have any questions or require additional information, please do not hesitate to contact me at (520) 206-9585 or (520) 419-3867.

Respectfully,
WestLand Engineering & Environmental Services



Christopher Taylor
Cultural Resources Project Manager



Avi Buckles
Director of Cultural Resources

CDT:elm
Attachments: WestLand 2024 Standard Rates

Billing Rates (Effective January 2024)

Rate Project Management/Coordination

\$278	Senior Principal Consultant
\$255	Principal Consultant
\$228	Senior Project Manager
\$206	Project Manager II
\$190	Project Manager I
\$169	Project Controller III
\$150	Project Controller II
\$133	Vehicle Equipment Coordinator or Project Controller I
\$99	Project Administrator

Rate Engineering (W/WW and Land Development)

\$206	Senior Engineer I
\$190	Engineer III
\$169	Engineer II
\$150	Engineer I or Engineer in Training III
\$133	Engineer in Training II or Senior Engineering Technician
\$110	Engineer in Training I or Engineering Technician

Rate Design/Drafting

\$206	Design Manager
\$169	Senior Designer II or Senior Graphic Designer II
\$150	Senior Designer I or Senior Graphic Designer I
\$133	Designer III
\$110	Designer II
\$99	Designer I
\$85	Drafter

Rate Environmental Planning & Permitting

\$206	Senior Environmental Consultant I
\$190	Senior Environmental Specialist III
\$169	Senior Environmental Specialist II
\$150	Senior Environmental Specialist I
\$133	Environmental Specialist III
\$110	Environmental Specialist II
\$99	Environmental Specialist I

Rate Cultural Resources

\$190	Senior Principal Investigator II
\$169	Senior Principal Investigator I
\$150	Principal Investigator II or Senior Field Director
\$133	Field Director III or Principal Investigator I
\$110	Field Director II
\$99	Lab Director, Field Director I or Crew Chief II
\$85	Crew Chief I
\$73	Assistant Crew Chief

Rate Field Technicians

\$83	Senior Field Technician II or Senior Technician II
\$72	Senior Field Technician I or Senior Technician I
\$66	Field Technician III or Technician III
\$60	Field Technician II or Technician II
\$55	Field Technician I or Technician I

Rate Project Support

\$228	Senior Technical Specialist
\$190	Technical Specialist III
\$169	Technical Specialist II
\$150	Technical Specialist I
\$133	Senior Document Production Specialist II or Tech Editor II
\$133	Document Controller
\$110	Senior Document Production Specialist I or Tech Editor I
\$99	Document Production Specialist III or Administrative Staff III
\$85	Document Production Specialist II or Administrative Staff II
\$73	Document Production Specialist I or Administrative Staff I

Rate Landscape Architecture

\$206	Senior Landscape Architect I
\$190	Landscape Architect III
\$169	Landscape Architect II
\$150	Landscape Architect I

Rate Construction

\$206	Construction Department Manager
\$190	Senior Construction Inspector III
\$169	Senior Construction Inspector II
\$150	Senior Construction Inspector I
\$133	Construction Inspector III
\$110	Construction Inspector II
\$99	Construction Inspector I

Rate Natural Resources

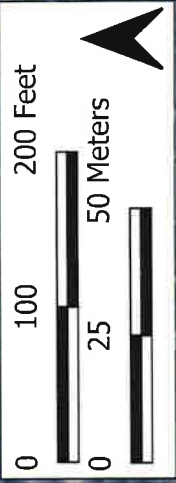
\$206	Senior Environmental Consultant I
\$190	Senior Biologist III
\$169	Senior Biologist II
\$150	Senior Biologist I
\$133	Biologist III
\$110	Biologist II
\$99	Biologist I

Rate Land Survey

\$190	Senior Surveyor III or Survey Manager
\$169	Senior Surveyor II
\$150	Senior Surveyor I
\$133	Surveyor III
\$110	Surveyor II
\$99	Surveyor I
\$85	Survey Technician II
\$73	Survey Technician I

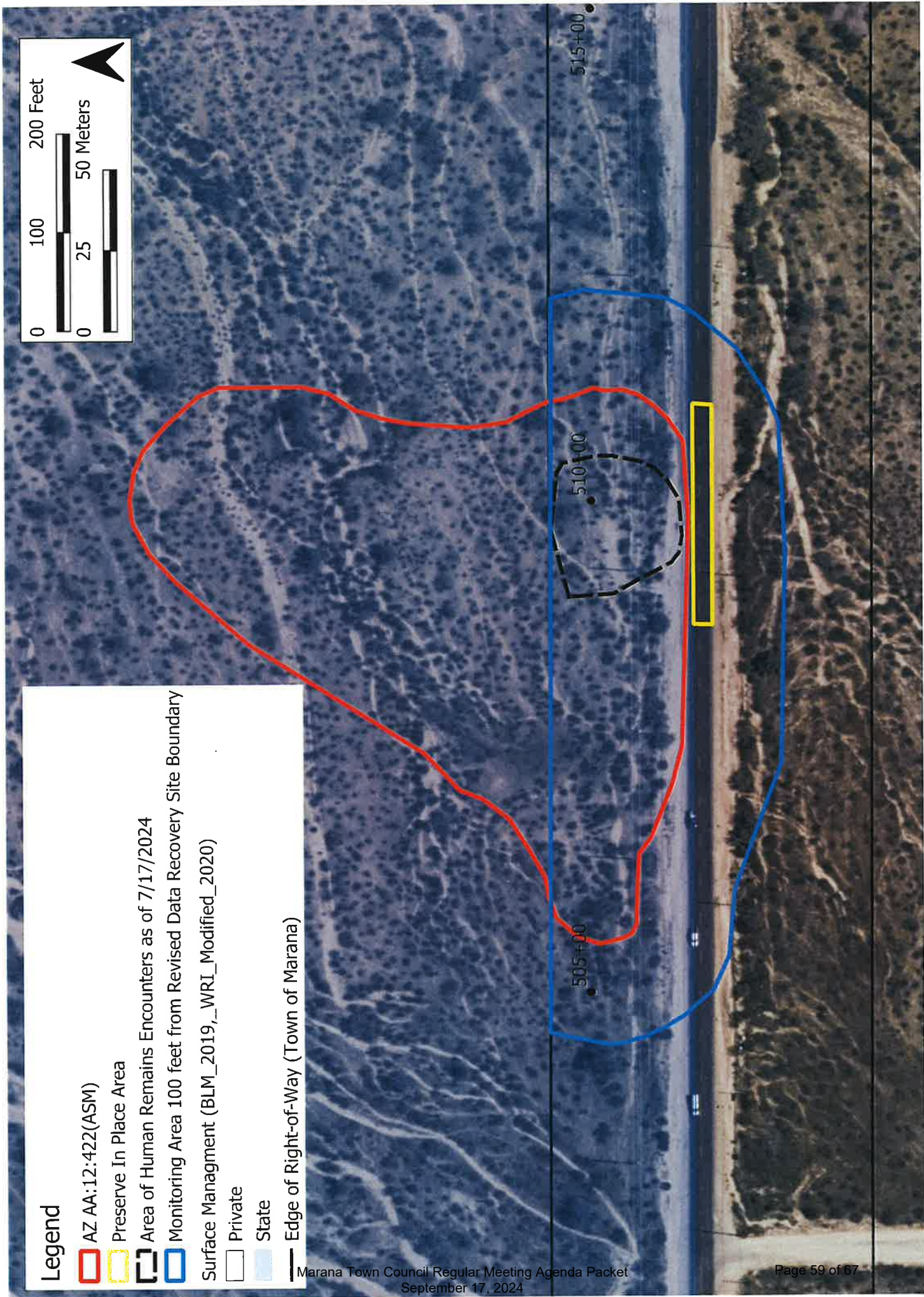
Rate GIS/Cartography

\$190	Senior Geospatial Analyst III
\$169	Senior Geospatial Analyst II
\$150	Senior Geospatial Analyst I
\$133	Geospatial Analyst III
\$110	Geospatial Analyst II
\$99	Geospatial Analyst I



Legend

- AZ AA:12:422(ASM)
- Preserve In Place Area
- Area of Human Remains Encounters as of 7/17/2024
- Monitoring Area 100 feet from Revised Data Recovery Site Boundary
- Surface Managment (BLM_2019,_WRI_Modified_2020)
- Private
- State
- Edge of Right-of-Way (Town of Marana)



From: [Paula Bluemer](#)
To: [Tom Houle](#)
Subject: RE: WestLand Proposal No. 12204 (PSOMAS No. 7TMA210214): Construction Monitoring for Tangerine Road Corridor Project
Date: Monday, July 22, 2024 8:25:47 AM
Attachments: [image001.png](#)
[image002.png](#)

Good morning Tom,

Yes, I'm good with it.

Paula Bluemer
Environmental Project Manager
Town of Marana

From: Tom Houle <thoule@MARANAAZ.GOV>
Sent: Monday, July 22, 2024 6:12 AM
To: Paula Bluemer <pbluemer@MARANAAZ.GOV>
Subject: FW: WestLand Proposal No. 12204 (PSOMAS No. 7TMA210214): Construction Monitoring for Tangerine Road Corridor Project

Hi Paula,

This is the version you're good with, correct?

Tom Houle
CIP Project/Construction Manager
5100 W. Ina Road
Tucson, AZ 85743
Office: 520-382-2600
Direct: 520-382-2684
Cell: 520-471-4604
thoule@maranaaz.gov



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From: Chris Taylor <ctaylor@westlandresources.com>
Sent: Thursday, July 18, 2024 5:32 PM
To: Tom Houle <thoule@MARANAAZ.GOV>; Sean Samsel <SSamsel@psomas.com>; Paula Bluemer <pbluemer@MARANAAZ.GOV>
Cc: Avi Buckles <abuckles@westlandresources.com>; Jocelyn Bernatchez



Council-Regular Meeting

C5

Meeting Date: 09/17/2024

To: Mayor and Council

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

Date: September 17, 2024

Subject: Approval of Regular Council Meeting Summary Minutes of September 3, 2024
(David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 09/03/2024



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 3, 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 6:04 PM and directed the Town Clerk to call the roll. **Vice Mayor Post, Council Member Craig,** and **Council Member Officer** were absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Ziegler moved to approve the agenda. Council Member Kai seconded the motion. Motion passed, 4-0.

CALL TO THE PUBLIC

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Ziegler requested that the Police Department start issuing more citations in the Dover Mountain and Saguaro Bloom areas.

Mayor Honea attended a conference for the League of Arizona Cities and Towns in Phoenix and said he would be speaking at a memorial service for **Mr. Paul Marsh** on Wednesday, September 6, 2024.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said the Town issued 53 single-family residential permits for the month of August. Last August, there were 91 permits issued. He said there would be a ribbon cutting on September 14, 2024, for the CalPortland segment of the Shared Use Path. He also highlighted awards received by the Parks and Recreation Department at a recent statewide conference.

PRESENTATIONS

CONSENT AGENDA

Town Clerk / Assistant Town Attorney David L. Udall noted for the record regarding Item C4 below that he had neglected to include the Roll Call paragraph in the August 20, 2024, draft summary minutes. He said corrected copies had been placed before each Council Member for adoption.

C1 Ordinance No. 2024.015: Relating to Administration; revising Marana Town Code Title 3 (Administration), chapter 3-1 (Officers and Employees), section 3-1-1 (Town officers) to clarify that the duties of a Town officer may be assigned to a Town employee serving in another position and that a Town officer may designate other Town employees to fulfill some of the Town officer's responsibilities; and designating an effective date (Jane Fairall)

C2 Ordinance No. 2024.016: Relating to Business Regulations; revising Marana Town Code Title 9 (Business Regulations), chapter 9-13 (Mobile Food Vendors), section 9-13-7 (Operational requirements) to clarify that the parking requirements provided in Section 9-13-7(G) apply only to mobile food vendors parking in the right-of-way; and designating an effective date (Jane Fairall)

C3 Ordinance No. 2024.017: Relating to Traffic and Highways; revising Marana Town Code Title 12 (Traffic and Highways), chapter 12-7 (Construction in Town Rights-of-Way), section 12-7-12 (Fees; late fees) to delete a provision requiring the Town Engineer

to maintain a copy of the Town's fee schedule; and designating an effective date (Jane Fairall)

C4 Approval of Special Council Meeting Summary Minutes of August 13, 2024 and approval of Regular Council Meeting Summary Minutes of August 20, 2024 (David L. Udall)

Council Member Kai moved to approve the consent agenda. Council Member Ziegler seconded the motion. Motion passed, 4-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2024-082: Relating to Development; approving and authorizing the Mayor to execute the First Amendment to Payson Farms Development Agreement (Jane Fairall)

Town Attorney Jane Fairall presented on this item. She said the development agreement amendment involves property now known as Remington Ranch. She said the current developer is American Homes for Rent. She said the amendment primarily involves non-substantive changes designed to conform to language now used in the Town's recent ordinances and development agreements and to comply with the Town Code, as amended. The amendment would also extend the development agreement for ten more years. Please see the amendment included in the agenda materials for more detailed information.

Council Member Ziegler moved to adopt Resolution No. 2024-082. Council Member Kai seconded the motion. Motion passed, 4-0.

A2 Resolution No. 2024-083: Relating to Transportation; approving and adopting the Marana Transportation Master Plan (Fausto Burrue)

Public Works Director Fausto Burrue introduced this item and its presenter, **Ms. Phillis Davis** with **Kittleson & Associates**. He thanked Town staff, stakeholders, and citizens involved in various aspects of the project. He also thanked the local media and the Town Council.

Ms. Davis then presented. A copy of the presentation slides is on file with the Town Clerk's Office. **Ms. Davis** said the Transportation Master Plan is designed to guide transportation decisions for the next 30 years and includes short-term priorities and long-term visioning. She explained the study process, where Marana is today transportation-wise and where it is projected to be in 2055, community and stakeholder feedback, and recommended improvements, including improvement priority. For more detailed information, including study process phases, an overview of recommended, prioritized improvements, and statistics, please see the presentation slides.

Mayor Honea commented that one of the major transportation concerns right now is ingress and egress on and off of Interstate 10. He said he is hoping the plan accounts for increased capacity to handle the ingress and egress. **Ms. Davis** explained the plan includes recommended interchange and frontage road improvements designed to help mitigate those concerns.

Council Member Kai expressed concern with closures on Interstate 10. He proposed better communication with ADOT and proposed that Town police assist with directing traffic to help people find the best way home when there is a closure. **Ms. Davis** said ADOT has been a good partner throughout the Transportation Master Plan process and said Town staff is in touch with ADOT frequently.

Council Member Ziegler said that transportation is the major issue in the Town right now and said it has become a health and safety issue. She said transportation should be the Town's number one priority at the moment, and she requested that the short-term plans for the Tangerine and Marana interchanges be expedited.

Council Member Comerford thanked the presenters and staff for the work put into the Transportation Master Plan. She said she needed more time to digest the plan and did not feel comfortable voting on it as a result. She said she would abstain from the vote. She also expressed safety concerns regarding the backup on the freeway at the Tangerine interchange.

Council Member Ziegler said she has not been able to go through the entire plan either, but said she would be voting for it. She said she would not get through the entire plan, but that she would continue to push policy forward. She said it was important to take action now and important for interchange improvements to be expedited to resolve safety concerns.

Council Member Ziegler moved to adopt Resolution No. 2024-083. Mayor Honea seconded the motion. Mayor Honea and Council Member Ziegler voted Aye. Council

Member Comerford abstained. Council Member Kai voted Nay. Motion failed, with one Nay vote, one abstention, and two Aye votes.

After the vote, **Council Member Comerford** and **Council Member Kai** requested that this item be brought back before the Council for reconsideration. **Ms. Fairall** explained that a motion for reconsideration would be placed on the agenda for the second regular Town Council meeting following the meeting at which the original action was taken.

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 and answered questions related to public and private projects and development applications in the Town, as currently listed on the following website:

<https://maranaegov.com/portal/apps/experiencebuilder/experience/?draft=true&id=dae15ad306fb4a3fba65ee3bab21d54&page=Page&views=Water-Management%2CInspections>

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 requested.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Council Member Kai moved to adjourn the meeting. Council Member Ziegler seconded the motion. Motion passed, 4-0. Meeting adjourned at 7:06 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on September 3, 2024. I further certify that a quorum was present.

David L. Udall, Town Clerk